



# भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-15042025-262445  
CG-DL-W-15042025-262445

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY  
साप्ताहिक  
WEEKLY

सं. 12]

नई दिल्ली, मार्च 30—अप्रैल 5, 2025, शनिवार/चैत्र 9—चैत्र 15, 1947

No. 12]

NEW DELHI, MARCH 30—APRIL 5, 2025, SATURDAY/CHAITRA 9—CHAITRA 15, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय  
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 12 दिसम्बर, 2024

का.आ. 523.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 और 1980 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 और 1980 की धारा 9 की उप-धारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कॉलम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर उक्त सारणी के कॉलम (3) में विनिर्दिष्ट व्यक्तियों को कॉलम (1) में विनिर्दिष्ट बैंकों के बोर्ड में तत्काल प्रभाव से और अगले आदेशों तक, निदेशक नामित करती है:-

क्रम सं.	(1)	(2)	(3)
1	बैंक आफ बड़ौदा	श्रीमती पार्वती सुंदरम	श्री मनोरंजन मिश्रा (जन्म तिथि: 28.9.1964)

2	पंजाब एंड सिंध बैंक	श्री के. पी. पटनायक	श्री विवेक श्रीवास्तव (जन्म तिथि: 15.9.1967)
3	सेंट्रल बैंक आफ इंडिया	श्रीमती चारुलता कर	श्री मनोरंजन दाश (जन्म तिथि: 28.5.1965)

[फा. सं. 6/3/2011-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

**MINISTRY OF FINANCE****(Department of Financial Services)**

New Delhi, the 12th December, 2024

**S.O. 523.**—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and 1980, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 and 1980, the Central Government hereby nominates the persons specified in column (3) of the table below as Director on the Board of the Banks specified in column (1) thereof, in place of the persons specified in column (2) of the said table, with immediate effect and until further orders:-

S. No.	(1)	(2)	(3)
1	Bank of Baroda	Smt Parvathy Sundaram	Shri Manoranjan Mishra (DOB: 28.09.1964)
2	Punjab & Sind Bank	Shri K. P. Patnaik	Shri Vivek Srivastava (DOB: 15.09.1967)
3	Central Bank of India	Smt Charulata Kar	Shri Manoranjan Dash (DOB: 28.05.1965)

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2024

**का.आ. 524.**—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप प्रबंध निदेशक श्री राम मोहन राव आमरा (जन्म तिथि: 13.2.1968) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक (एसबीआई) में प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/1/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 18th December, 2024

**S.O. 524.**—In exercise of powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Shri Rama Mohan Rao Amara (DoB: 13.02.1968), Deputy Managing Director, State Bank of India as Managing Director in State Bank of India for a period of three years with effect from the date of assumption of charge of the post, or until further orders, whichever is earlier.

[F. No. 2/1/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 16 जनवरी, 2025

**का.आ. 525.**—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अशोक चन्द्र (जन्मतिथि 16.12.1968) कार्यपालक निदेशक, केनरा बैंक को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नैशनल बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[ई फा. सं. 4/4(i)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 16th January, 2025

**S.O. 525.**—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby appoints Shri Ashok Chandra (DoB: 16.12.1968), Executive Director, Canara Bank as Managing Director and Chief Executive Officer, Punjab National Bank, for a period of three years with effect from the date of assumption of charge of the office, or until further orders, whichever is earlier.

[eF. No. 4/4(i)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 16 जनवरी, 2025

**का.आ. 526.**—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री बिनोद कुमार (जन्मतिथि 01.01.1971) कार्यपालक निदेशक, पंजाब नैशनल बैंक को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[ई फा. सं. 4/4(ii)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 16th January, 2025

**S.O. 526.**—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby appoints Shri Binod Kumar (DoB: 01.01.1971), Executive Director, Punjab National Bank as Managing Director and Chief Executive Officer, Indian Bank, for a period of three years with effect from the date of his assumption of charge of the post, or until further orders, whichever is earlier.

[eF. No. 4/4(ii)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

---

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 मार्च, 2025

**का.आ. 527.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़-II के पंचाट (03/2014) प्रकाशित करती है।

[सं. एल - 12012/15/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27 March, 2025

**S.O. 527.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/15/2014- IR(B-II)]

SALONI, Dy. Director

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No.03/2014

Registered on:-22.04.2014

Sh. Sham Lal S/o Sh. Pala Ram, C/o Sh. R. K Singh Parmar, Working President Punjab INTUC, 211-L, Village Brari, PO Pratap Nagar, Nangal Dam, Ropar, Punjab.

----- Applicant

Versus

Punjab National Bank, Regional Collection Centre, 2<sup>nd</sup> Floor, Railway Road, Jalandhar City, Punjab.

----Management

Present:- Ms. Rana Ghuman, AR for applicant.

Sh. Anshul Pareek, AR for management.

#### **Award : 18.02.2025**

Central Government vide Notification No.L-12012/15/2014 (IR(B-II)) Dated 04.04.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the ID Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

***“Whether action of termination of service of Sh. Sham Lal w.e.f. 01.10.2013 by the management of Punjab national Bank, Jalandhar is legal, just and valid? What relief the workman is entitled to and from which date?”***

1. Brief facts of the case as stated by the applicant are that he served w.e.f. 01.01.1993 to 30.09.2013 with the management as Cheque Collector and used to collect and deliver the daily dak and cheques in the branch offices as directed by the management. On 01.10.2013, the applicant reported for duty as usual but denied to duty and was told verbally that in his place, management had engaged new hand and his services are not required henceforth without giving him in writing. The management had recommended time and again to continue the applicant in service along with the others to the Head office as according to the branch office, his services were required and his work and conduct was quite satisfactory and there was no complaint against the work and conduct of the applicant. The applicant was drawing Rs.15000/- per month as wages on the date of his termination. The salary was paid to the applicant in his bank account by the management. Neither charge-sheet was served, nor any show cause notice and inquiry was held against the applicant, which is against the provisions of natural justice. The management had retained juniors to the applicant in service and who are

continuing in service in violation of Section 25-G of the ID Act. The applicant had rendered more than 240 days in each completed year of service proceeding the date of termination. No retrenchment compensation was paid to the applicant. It is maintained that termination is illegal, void and bad in law and it is prayed that he be reinstated in service with full back wages and other consequential benefits.

2. Notice of the claim petition was also given to the management, who filed reply thereof, maintaining therein that the present reference is without jurisdiction on the ground that the present matter does not all fall within the ambit of Section 2-A of the ID Act. It is denied that the applicant was serving w.e.f. 24.09.1992 as cheque collector with the management. The services of the applicant were utilized purely on need basis for providing courier service at Regional Processing Centre, Jalandhar (hereinafter called as RPC), at a consolidated mutually agreed amount of Rs. 7133/-, which was increased later in view of the price rise. The arrangement was made locally by the incumbent of RPC. The persons providing the courier services were being paid auto rickshaw charges for the purpose. Different persons were providing services as courier during the past at agreed rates. No records of such persons have been maintained by the management. The applicant was told around the middle of August by the incumbent of the RPC to bring auto rickshaw as was agreed by him, the applicant showed his inability to do so. Accordingly, his contract was not renewed further. Thus it was the voluntary decision of the applicant to discontinue the arrangement. It is also submitted that the non renewal of the contract does not amount to retrenchment. There was no question of recommending the name of applicant to the head office or to any other office. It was upto the incumbent of RPC to make arrangement for collection of cheques from branch and return of the same with whosoever was prepared to render the service at the agreed rates. There was no need of serving charge-sheet, show cause notice or conducting inquiry against the applicant or paying him retrenchment compensation, earned leave, medical leave or deduction of EPF and there was no question of violation of Section 25-G of the ID Act as the applicant was not in the employment of the management and no employer-employee relationship ever existed between respondent and management. It is prayed that the reference be dismissed with cost.

**Evidence of the parties:-**

3. In order to prove case, applicant filed his affidavit WW1 along with documents W1 (statement of account) and W2 (identity card) and closed his evidence on 03.07.2019. Thereafter, respondent have examined Sh. Vijay Kumar Asija, Senior Manager, Circle Office, Jalandhar as MW1, who tendered his affidavit as MW1/A and thereafter, ld. counsel for management closed evidence on 09.09.2019 on behalf of management and the matter was fixed for arguments.

**Submissions of Applicant:**

4. While arguing the case, ld. counsel for the applicant contended that applicant was working as cheque collector since 01.01.1993 till 30.09.2013. He reported on 01.10.2013, but was told verbally not to continue with the management and at that time, he was drawing salary of Rs. 15000/- per month, which was paid in his bank account. He also contended that this fact has been even admitted by the respondent. It is the case of the respondent that the contractor of applicant was not renewed as he has not brought auto rickshaw, in which he was doing courier work. Applicant has also placed on record passbook Ex.W1 and ID card Ex.W2, which proves that he was in the service of management and was retrenched without retrenchment of compensation. Ld. counsel for applicant placed on record written arguments.

**Submissions of Respondents:**

5. On the other hand, ld. counsel for respondent contended that in this case, workman was serving w.e.f. 01.01.1993 as cheque collector with the bank management and he used to collect and deliver the daily dak till 30.09.2013. His services were utilized purely on need basis and initially he was paid Rs. 7133/- per month, which was increased from time to time. When he was asked to bring auto rickshaw, for which payment was being made to the applicant, applicant showed his inability, accordingly, his contract was not renewed, thus it was the voluntary decision of the applicant to discontinue his contract. Hence, the case of the applicant does not fall under Section 2A of the ID Act. Management has also placed on record written arguments prepared by ld. counsel for management.

6. I have given due consideration to the written arguments filed on behalf of both the parties.

**Findings:**

7. First this Tribunal is to decide is whether the applicant comes within the definition of "workman" as is defined in Section 2(S) of the Act. It is mentioned here that applicant was in service of bank w.e.f. 01.01.1993 and continuously worked till 30.09.2013 as cheque collector. In plain words the claimant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative post requiring him to perform only administrative duties. While interpreting Section 2(S)

Hon'ble Supreme Court in the case of **Devinder Singh V/s Municipal Council, Sanaur AIR 2011 Supreme Court 2532**, has observed as follows:-

*"The source of employment, the quantum of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."*

8. Thus, Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time or a person appointed on contract basis. There is nothing in employee plain language of Section 2(S) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion, the claimant herein admittedly falls within the definition of 'workman' under Section 2(S) of the Act.

9. The payment of salary by the management is admitted by the respondent in its written statement as well as in the affidavit of filed by Sh. Vijay Kumar Asija, Senior Manager, Circle Office, Jalandhar, wherein he categorically stated that workman worked on different dates as mentioned in his affidavit and was paid initially Rs. 7133/- per month, which was increased from time to time. As per applicant, he was retrenched from service on 01.10.2013. If we take one year prior to 01.10.2013 as stated by the respondent, then he had completed 240 days in the preceding year as per written statement filed by respondent in this case.

10. Admittedly, the respondent is an industry and there was non- compliance of Section 25-F of the Act. The workman has already been able to prove that he worked continuously for a period of 240 days prior to his termination of his services by respondent on 01.10.2013 as he was receiving regular wages from 1993 till 2013 is proven as per statement of workman WW1. It is added here that the applicant worked as cheque collector w.e.f. 01.01.1993. Admittedly, in this case, applicant was not paid retrenchment compensation as per Section 25F of the ID Act. As per own case of the respondent, the contract of workman was not renewed. The said argument of the Id. counsel for the respondent is not having any force as respondent has failed to produce on record any document showing that workman was engaged on the basis of some contract. Attracting his retrenchment on the basis of completion of contract as per Section 2(oo) (bb) of the ID Act.

11. Admittedly, there is violation of Section 25-F of the Act and in view of the judgment of Hon'ble Apex Court in **Bharat Sanchar Nigam Ltd. Vs Man Singh, 2012(1) SCT 641**, it is not necessary that relief of reinstatement has to be given as a matter of right. Reliance can also be placed upon **Jasbir Singh Vs Haryana State Agriculture Marketing Board, 2009(3) SCT 790**, under which it has been held that in the legal position and the Court had recent past, there had been a shift in consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation, even though termination Of an employee was in contravention of the prescribed procedure. Compensation instead of reinstatement was held to be the prudent relief to meet the ends of justice. Moreover, Hon'ble Supreme Court of India in case titled as **District Development Officer & Anr. V/s Satish Kantilal Amrelia, Civil Appeal Nos. 19857-19858 of 2017; decided on 28 November, 2017** has held as follow:

*"that the reasons for denying the relief of reinstatement in such cases are obvious, It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularization. Thus he cannot claim regularization and he has no right to continue even as daily-wage worker, no useful purpose is going to be served in reinstatement such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose".*

In view of above discussed above workman entitled for compensation as he was working on temporary basis intermittently.

12. Learned counsel for the workman has also argued that for rendering one year service workman should be granted Rs.1 lac per year and since the workman has worked for about 20 years and therefore compensation of Rs.20 lac be awarded to the workman in view of the various judgments of Hon'ble Supreme Court and Hon'ble High Courts.

13. It is added here that in the present case workman has intermittently worked for about 20 years as cheque collector as is itself stated by the respondent and keeping in view the above discussed circumstances and case law titled as **Hemant Babruvahan Parchake versus Social Welfare Officer, Somalwar Bhavan, Mount Road, Sadar, Nagpur and others 201 (4) AIR BomR 781**, wherein for 18 months, a sum of Rs.25,000/- was granted as compensation, workman is granted Rs. 3,33,000/- as compensation.

14. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 मार्च, 2025

का.आ. 528.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, सीएसआईआर - राष्ट्रीय पर्यावरण इंजीनियरिंग अनुसंधान संस्थान (नीरी), नेहरू मार्ग, वर्धा रोड, नागपुर, के प्रबंधन के संबद्ध नियोजकों और महासचिव, नीरी कंत्रति कामगार संघ, नागपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/01/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-76-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th March, 2025

**S.O. 528.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No.CGIT/NGP/01/2024) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, CSIR – National Environment Engineering Research Institute (NEERI), Nehru Marg, Wardha Road, Nagpur, and The General Secretary, NEERI Kanrati Kamgar Sangh, Nagpur**, which was received along with soft copy of the award by the Central Government on 27.03.2025.

[No. L-42025-07-2025-76-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/01/2024

Date: 05.03.2025.

**Party No.1:**

The Director,  
CSIR – National Environment Engineering  
Research Institute (NEERI), Nehru Marg,  
Wardha Road, Nagpur - 440020

V/s.

**Party No.2:**

The General Secretary,  
NEERI Kanrati Kamgar Sangh,  
Madhugandh' 5/2, Somvari Peth,  
Budhvar Bazar Road, In Front of  
ESIC Hospital, Nagpur - 440020

**AWARD**(Dated: 05<sup>th</sup> March, 2025)

In exercise of the powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of CSIR-National Environmental Engineering Research Institute (NEERI), Nagpur and their workmen, for adjudication, as per letter No. 24(56)/2023-IR dated 11.01.2024, with the following schedule:-

**"Whether the action of the management of CSIR-National Environmental Engineering Research Institute (NEERI), Nagpur through its Director in terminating the contract workers from their job through contractors on attaining the age of 60 years without giving notice even though they are healthy is legal and justified in the eye of law or not? If not, what relief the workmen of the union are entitled to?"**

2. Case called out. Both the parties are absent. From perusal of record, it is apparent that notices to the General Secretary NEERI and Director CSIR- National Environment Engineering Research Institute (NEERI) have been served but after service of notices, both the parties are not present since very beginning of the case. No statement of claim and written statement have been filed by the parties respectively till date. No other evidence has been filed by the petitioner to establish his claim. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

**ORDER**

**The action of the management of CSIR-National Environmental Engineering Research Institute (NEERI), Nagpur through its Director in terminating the contract workers from their job through contractors on attaining the age of 60 years without giving notice even though they are healthy is legal and justified in the eye of law. The workmen do not entitled to any relief.**

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 27 मार्च, 2025

**का.आ. 529.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप महाप्रबंधक, बीएसएनएल, प्रधान महाप्रबंधक, दूरसंचार, जीरो माइल्स, नागपुर ; उप मंडल अभियंता, बीएसएनएल, प्रधान अभियंता, जीरो माइल्स, नागपुर , के प्रबंधतंत्र के संबद्ध नियोजकों और श्री अजय, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट(संदर्भ संख्या (Case No.CGIT/NGP/35/2016-17) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2025 को प्राप्त हुआ था।

[सं. एल - 40012/21/2016- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th March, 2025

**S.O. 529.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case CGIT/NGP/35/2016-17) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Dy. General Manager, BSNL, O/o Principal General Manager, Telecom, Zero Miles, Nagpur ; The Sub Divisional Engineer, BSNL, O/o Principal Engineer, Zero Miles, Nagpur, and Shri Ajay, Worker**, which was received along with soft copy of the award by the Central Government on 27.03.2025.

[No. L-40012/21/2016- IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/35/2016-17

Date: 13.03.2025.

**Party No.1:**

1) The Dy. General Manager,  
BSNL, O/o Principal General Manager, Telecom,



Zero Miles,  
Nagpur.  
2) The Sub Divisional Engineer,  
BSNL, O/o Principal Engineer,  
Zero Miles,  
Nagpur.

V/s.

**Party No.2:**

Sh. Ajay S/o Arun Sonwane  
r/o Plot No. 26, Uttam Nagar, Gorewada Road,  
Nagpur - 13

**AWARD**

(Dated: 13th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of BSNL, Nagpur through its Dy. General Manager (Administration) & Sub Divisional Engineer and their workman Shri Ajay s/o Arun Sonwane for adjudication, as per letter **No. L-40012/21/2016 (IR(DU)) dated 01.03.2017**, with the following schedule:-

**"Whether the action of the management of BSNL, Nagpur through its Dy. General Manager (Administration) & Sub Divisional Engineer, in terminating the services of workman namely Sh. Ajay s/o Arun Sonwane r/o Nagpur w.e.f. 01.01.2009 is legal and justified. If not, to what relief the workman entitled to?"**

2. Case called out. Learned Counsel for the respondent is present before the Court. Petitioner is not responding and attending the Court since 29/10/2020. Although statement of claim and written statement have been filed by the parties respectively but no evidence has been filed by the petitioner to prove his claim till date. Petitioner is not appearing before the Court since long back. It appears that petitioner is not interested to contest the case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of the management of BSNL, Nagpur through its Dy. General Manager (Administration) & Sub Divisional Engineer, in terminating the services of workman namely Sh. Ajay s/o Arun Sonwane r/o Nagpur w.e.f. 01.01.2009 is legal and justified. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 27 मार्च, 2025

**का.आ. 530.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, फिनले मिल्स, अमरावती रोड, अचलपुर, अमरावती, के प्रबंधन के संबद्ध नियोजकों और सचिव, गिरनी कामगार संघ, सह विलास बी चावरे, महाराजपुरा, अचलपुर, अमरावती, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No. CGIT/NGP/34/2021-22) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2025 को प्राप्त हुआ था।

[सं. एल - 42011/73/2022-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th March, 2025

**S.O. 530.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case CGIT/NGP/34/2021-22) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Finlay Mills, Amravati Road, Achalpur, Amravati, and The Secretary,**

**Girni Kamgar Sangh, C/o Vilas B. Chavre, Mahirabpura, Achalpur, Amravati**, which was received along with soft copy of the award by the Central Government on 27.03.2025.

[No. L-42011/73/2022- IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/34/2021-22

Date: 06.03.2025.

**Party No.1:** The General Manager,  
Finlay Mills, Amravati Road,  
Achalpur, Amravati – 444805.

V/s.

**Party No.2:** The Secretary, Girni Kamgar Sangh,  
C/o Vilas B. Chavre, Mahirabpura, Achalpur,  
Amravati – 444806.

**AWARD**

(Dated: 06th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Finlay Mills, Achalpur, District Amravati, Maharashtra and their workman through Girni Kamgar Sangh, for adjudication, as per letter **No. L-42011/73/2022 (IR(DU)) dated 16.03.2022**, with the following schedule:-

**"Whether the demands of Girni Kamgar Sangh, Amravati vide letter dated 30.04.2021 against the management of Finlay Mills, Achalpur, District Amravati, Maharashtra for opening of Finlay Mills and payment of salary/wages without deduction to the workers are proper, legal and justified? If yes, to what relief the Union is entitled and what directions are necessary in the matter?"**

2. Case called out. Both the parties are absent. Both the parties are not responding and attending the Court since 05/08/2022. One application dated 28/04/2022 has been moved by the respondent for grant of permission to engage legal practitioner on behalf of the respondent but none is present to press this application today in the Court. Hence this application is hereby rejected being not pressed. Despite of several opportunities given to the petitioner for filing statement of claim, petitioner is failed to file his statement of claim till date. No other evidence has been adduced by the petitioner to prove his claim. Petitioner is not attending the Court since long back. It appears that he does not want to contest the case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The demands of Girni Kamgar Sangh, Amravati vide letter dated 30.04.2021 against the management of Finlay Mills, Achalpur, District Amravati, Maharashtra for opening of Finlay Mills and payment of salary/wages without deduction to the workers are improper, illegal and unjustified. The workman/Union is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 27 मार्च, 2025

**का.आ. 531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, महात्मा गांधी ग्रामीण औद्योगिकीकरण संस्थान, मगनवाड़ी, रामनगर, पवनार, वर्धा (एम.एस.), के**

प्रबंधन के संबंधित नियोजकों और श्री वासुदेव अरुणराव साटोन, कामगार, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट(संदर्भ संख्या (Case No.CGIT/NGP/39/2013-14) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2025 को प्राप्त हुआ था।

[सं. एल - 42012/29/2013-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th March, 2025

**S.O. 531**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case CGIT/NGP/39/2013-14) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, Ramnagar, Pavnar, Wardha (M.S), and Shri Vasudeo Arunrao Satone, Worker**, which was received along with soft copy of the award by the Central Government on 27.03.2025.

[No. L-42012/29/2013-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/39/2013-14

Date: 28.02.2025.

**Party No.1:**

The Director,  
Mahatma Gandhi Institute for Rural Industrialization,  
Maganwadi, Ramnagar, Pavnar,  
Wardha (MS) – 442001.

V/s.

**Party No.2:**

Shri Vasudeo Arunrao Satone  
Ward No. 2, At & PO: Pavnar,  
Wardha (MS) -442001/

#### AWARD

(Dated: 28th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Mahatma Gandhi Institute for Rural Industrialization and their workman, Shri Vasudeo Arunrao Satone for adjudication, as per letter **No.L-42012/29/2013-IR (DU) dated 12.07.2013**, with the following schedule:-

**"Whether the action of the management of Mahatma Gandhi Institute for Rural Industrialization Wardha in terminating the services of Shri Vasudeo Arunrao Satone from 21.12.2011 from the post of Attendant is just fair & Legal? To what relief the applicant is entitled to?"**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. In regard to which the petitioner/claimant filed statement of claim and management filed written statement.

3. Today the case called out. Learned Counsel for the Respondent Ms. Gargee Bhai holding for Advocate Aathle is present before the court. None appeared on behalf of the petitioner before the court. Petitioner is not responding and attending the court since 15.05.2020 i.e. from last five years. Petitioner has filed rejoinder. From perusal of record it is also apparent that petitioner has filed his affidavit as evidence but petitioner has not come to the court to prove the contentions of the affidavit as well as the contentions of the statement of claim. No other evidence has been filed by the petitioner to prove his claim. As the petitioner is not coming to the court it appears that petitioner is not interested to contest the case and do not want to proceed with the reference, so it is closed.

The case of the petitioner is not proved.

Hence, it is ordered:

### ORDER

**The action of the management of Mahatma Gandhi Institute for Rural Industrialization Wardha in terminating the services of Shri Vasudeo Arunrao Satone from 21.12.2011 from the post of Attendant is just fair & Legal. The applicant Shri Vasudeo Arunrao Satone is not entitled to any relief.**

(Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer)

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 532.**—औद्योगिक विवाद अधिनियम 1947 (a1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे बोर्ड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (20/2014-15) प्रकाशित करती है।

[सं. एल - 41011/64/2014- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 532.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.20/2014-15) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Railway Board their workmen.

[No. L-41011/64/2014- IR(B-I)]

SALONI, Dy. Director

### ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/20/2014-15

Date: 06.03.2025.

**Party No.1:**

The Chairman,  
Railway Board,  
Rail Bhawan,  
New Delhi-110001.

V/s.

**Party No.2:**

Shri S.K. Shukla, Executive Vice President,  
All India Guards Council, 69-R.P.T.S. Road,  
Surendra Nagar, Nagpur-440015.

### AWARD

(Dated: 06<sup>th</sup> February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Railway Board, New Delhi and their workmen, for adjudication, as per letter **No. L-41011/64/2014 (IR(B-I)) dated 01.09.2014**, with the following schedule:-

**"Whether the action of the Chairman, Railway Board, New Delhi in denying in granting grade pay to Traffic Running Staff, is just fair & legal? If not, to what relief the workmen concerned are entitled to?"**

2. Case called out. Both the parties are absent. One order has been passed by this Court on 19/11/2019, in which, authority is directed to adduce the documents on record but after 19/11/2019 neither petitioner nor respondent is responding and attending the Court. Respondent has not placed the documents on record till date. Simultaneously,

petitioner is not coming to the Court to contest the case. Although petitioner as well as respondent have filed their statement of claim and written statement respectively. Petitioner has filed his affidavit as evidence but petitioner has not come to the Court to prove the contents of the affidavit as well as contents of the claim petition. No other evidence has been adduced by the petitioner to prove his case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

### ORDER

**The action of the Chairman, Railway Board, New Delhi in denying in granting grade pay to Traffic Running Staff, is just fair & legal. The workmen are not entitled to any relief.**

(Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 533.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (42/2011-12) प्रकाशित करती है।

[सं. एल - 12012/38/2011-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 533.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.42/2011-12) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra their workmen.

[No. L-12012/38/2011- IR(B-II)]

SALONI, Dy. Director

### ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/42/2011-12

Date: 03.03.2025

**Party No.1:** The Assistant General Manager,  
Bank of Maharashtra, Amravati Region,  
Lahanuji Nagar, Near Atul Mangal Karlaya  
Amravati

V/s.

**Party No.2:** Shri Rajesh S/o Vishwanath Gudadhe,  
R/o At and Post – Chandrapur  
Tehsil – Daryapur,  
District - Amravati

### AWARD

(Dated: 03rd March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bank of Maharashtra, Amravati Branch and their workman, Shri. Shri Rajesh S/o Vishwanath Gudadhe for adjudication, as per letter **No. L-12012/38/2011 (IR(B-II)) dated 23.01.2012**, with the following schedule:-

**“Whether the action of management of Bank of Maharashtra, Amravati Branch is proper & justified in terminating the service of Shri Rajesh S/o Vishwanath fudadhe w.e.f. 01.04.2009 in spite of completion of 240 days in a year without observing the procedure laid down under Sec. 25-F of the ID Act,? What relief the workman is entitled to?”**

2. Case called out. Both the parties are absent. Both the parties are not responding and attending the Court since 20/03/2020. Only on 06/12/2021 and 28/12/2021 Counsel for the management was present but petitioner was still not present on that dates. Although statement of claim and written statement have been filed by the parties respectively. Petitioner has also filed an affidavit in support of his contents alleged in statement of claim. It is also alleged that party no. 2, workman was never been appointed as Part Time Sub Staff on permanent basis. Therefore, question does not arise for termination of his service, either orally or in writing. It is submitted that he was engaged as Part Time Sub Staff. Party no. 2 was engaged on temporary basis and as such on completion of the temporary work, his services are automatically comes to an end. Party no. 2 has not even completed more than 240 days continuous service with the bank during period of 12 months preceding the date of termination. Therefore he is not entitled for reinstatement in service but contrary to it, it is alleged by the petitioner that he worked at Chandikapur Branch of Bank of Maharashtra as part time sub staff from 11/04/2007 to April 2009. He has also alleged that there was a permanent vacancy of part time sub staff at Chandikapur Branch and appointed as permanent staff. It is also alleged that he has joined this duty from 02/02/2008 and his name was entered on Muster roll after the name of one Shri. Swarge. It is also alleged that due to his experience in the bank working from 01/07/2007 to 31/01/2008 and after his name sponsored through employment exchange and subsequent selection after due interview, he was appointed in the bank from 01/02/2008 to fill in permanent vacancy of part time sub staff. But in his cross examination witness Shri. Rajesh has stated that he worked at Chandikapur Branch of Bank of Maharashtra during period from 01/07/2007 to 01/04/2009 i.e. near about one year & nine months but he has admitted that in his representation Exhibit W-XII does not show the acknowledgement of any of the authority of the Bank in acknowledgement of receipt of the same. He has also admitted in his cross examination that it is a fact that Exhibit W-III is an office order regarding his temporary appointment as PTS from 04/10/2007 to 30/10/2007. It is a fact that in Exhibit W-III, it has been mentioned that after 30/10/2007, his engagement will be terminated automatically. It is a fact that in Exhibit W-IX also, it has been mentioned that he was appointed as waiting PTS. He has admitted that it is true to say that on the date of filing his statement of claim he had already crossed the age of 33 years.

From perusal of evidence adduced by both the parties it is apparent that workman Mr. Rajesh has clearly admitted in his cross examination that he worked with party no. 01, Bank at their Chandikapur Branch for the period from 04/10/2007 to 30/10/2007.

Learned Counsel for the management has stated in his written notes of argument that one Gyneshwar Mahadeorao Nimkar of Tarapur quarreled with him. The factual position was that party no. 02 demanded Rs.500/- from Gyneshwar Mahadeorao Nimkar towards collection and payment of cheque under Indira Awas Gharkul Yojana, thereafter, lodged a police complaint against party no. 02. Thereafter the preliminary enquiry was conducted against party no. 02 and he was found guilty. Due to such action of party no. 02 he tried to spoil the image of the Bank and Bank lost confidence in him. Party no. 02 was not permanent employee. There was no necessity to issue him notice of 30 days or notice pay in lieu of notice and other compensation, as contemplated under Section 25-F of ID Act. Party no 01 has filed his evidence on affidavit, however, the witness of the management was not cross examined by the party no. 02 and as such the submission of the party no. 01 went unchallenged.

Petitioner, party no. 02 himself has admitted that his employment was temporary. It is also admitted by him that after 30/10/2007 his engagement/appointment will be terminated automatically. He had already crossed the age of 33 years. He is unable to establish that he has worked for 240 days continuously uninterrupted and his appointment was regular appointment in lieu of permanent vacancy of Part Time Sub Staff. Therefore, there is no need of termination of his services either orally or in writing. He was engaged on temporary basis and such on completion of the temporary work his services are automatically comes to an end. Petitioner has not given any other evidence to establish his claim. Claim of the petitioner is not proved. In view of the above, party no. 02 is not entitled for reinstatement and back wages as he is in gainful employment.

Hence, it is ordered:

### ORDER

**The action of management of Bank of Maharashtra, Amravati Branch is proper & justified in terminating the service of Shri Rajesh S/o Vishwanath fudadhe w.e.f. 01.04.2009 in spite of completion of 240 days in a year without observing the procedure laid down under Sec. 25-F of the ID Act. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 534.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे बोर्ड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (19/2014-15) प्रकाशित करती है।

[सं. एल - 41011/63/2014-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 534.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 19/2014-15) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Railway Board their workmen.

[No. L-41011/63/2014- IR(B-I)]

SALONI, Dy. Director

## ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,****CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/19/2014-15

Date: 06.03.2025.

**Party No.1:**

The Chairman,  
Railway Board,  
Rail Bhawan,  
New Delhi-110001.

V/s.

**Party No.2:**

Shri S.K. Shukla, Executive Vice President,  
All India Guards Council, 69-R.P.T.S. Road,  
Surendra Nagar, Nagpur-440015.

**AWARD**(Dated: 06<sup>th</sup> February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Railway Board, New Delhi and their workmen, for adjudication, as per letter **No. L-41011/63/2014 (IR(B-I)) dated 01.09.2014**, with the following schedule:-

**"Whether the action of the Chairman, Railway Board, New Delhi in denying additional allowance to Passenger Guard, is just fair & legal? If not, to what relief the workmen concerned are entitled to?"**

2. Case called out. Both the parties are absent. One order has been passed by this Court on 19/11/2019, in which, authority is directed to adduce the documents on record but after 19/11/2019 neither petitioner nor respondent is responding and attending the Court. Respondent has not placed the documents on record till date. Simultaneously, petitioner is not coming to the Court to contest the case. Although petitioner as well as respondent have filed their statement of claim and written statement respectively. Petitioner has filed his affidavit as evidence but petitioner has not come to the Court to prove the contents of the affidavit as well as contents of the claim petition. No other evidence has been adduced by the petitioner to prove his case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

**ORDER**

**The action of the Chairman, Railway Board, New Delhi in denying additional allowance to Passenger Guard, is just fair & legal. The workmen are not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 535.**—औद्योगिक विवाद अधिनियम 1947 ;1947 का 14 ध्द की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे बोर्ड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (18/2014-15) प्रकाशित करती है।

[सं. एल -41011/62/2014- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 535.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.18/2014-15) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Railway Board their workmen.

[No. L-41011/62/2014- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/18/2014-15

Date: 06.03.2025.

**Party No.1:**

The Chairman,  
Railway Board,  
Rail Bhawan,  
New Delhi-110001.

V/s.

**Party No.2:**

- 1) The General Secretary,  
All India Railwaymen Men's Federation,  
New Delhi.
- 2) The Office Secretary,  
National Federation of Indian Railwaymen,  
3,Chelmsford Road,  
New Delhi-110055.
- 3) Shri S.K. Shukla, Executive Vice President,  
All India Guards Council, 69-R.P.T.S. Road,  
Surendra Nagar, Nagpur-440015.

#### AWARD

(Dated: 06th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Railway Board, New Delhi and their workmen, for adjudication, as per letter **No. L-41011/62/2014 (IR(B-I)) dated 01.09.2014**, with the following schedule:-

**"Whether the action of the management of Railway Board, New Delhi in denying the claim of Union of All India Guards Council, Nagpur for fixing Millage rates paid to running staff working Indian Railways as per recommendation of Bhalla Committee is just fair & legal? If not, to what relief the running staff is entitled to?"**

2. Case called out. Both the parties are absent. One order has been passed by this Court on 19/11/2019, in which, authority is directed to adduce the documents on record but after 19/11/2019 neither petitioner nor respondent is responding and attending the Court. Respondent has not placed the documents on record till date. Simultaneously, petitioner is not coming to the Court to contest the case. Although petitioner as well as respondent have filed their statement of claim and written statement respectively. Petitioner has filed his affidavit as evidence but petitioner has



not come to the Court to prove the contents of the affidavit as well as contents of the claim petition. No other evidence has been adduced by the petitioner to prove his case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

### ORDER

**The action of the management of Railway Board, New Delhi in denying the claim of Union of All India Guards Council, Nagpur for fixing Millage rates paid to running staff working Indian Railways as per recommendation of Bhalla Committee is just fair & legal. The workmen are not entitled to any relief.**

(Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 536.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई डी बी आई बैंक लि के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (08/2020-21) प्रकाशित करती है।

[सं. एल 12011/13/2020- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 536**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.08/2020-21) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of IDBI Bank Ltd. their workmen.

[No. 12011/13/2020- IR(B-I)]

SALONI, Dy. Director

### ANNEXURE

#### BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/08/2020-21

Date: 06.03.2025.

#### Party No.1:

- 1) The Executive Director,  
IDBI Bank Ltd, Head Office, IDBI Towers,  
WTC Complex, Cuffe Parade,  
Mumbai – 440005
- 2) The General Manager,  
IDBI Bank Ltd, Zonal Office,  
Salasar Prestige, 1<sup>st</sup> Floor, Plot No. 1/A,  
WHC Road, Dharampeth,  
Nagpur – 440010.

V/s.

#### Party No.2:

The General Secretary,  
IDBI Bank contract Employee's  
Association, Maharashtra, Chandrakant  
Dhuru Wadi, V.S. Marg, Agar, Bazar,  
R.No. 7, Dadar (W), Mumbai – 400028.

### AWARD

(Dated: 06th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of IDBI Bank Ltd., Mumbai and their workmen, for adjudication, as per letter **No. L-12011/13/2020 (IR(B-I)) dated 16.07.2020**, with the following schedule:—

**“Whether the demand of Union IDBI Bank Contract Employee’s Association, Maharashtra, for regularization of 35 workers (list enclosed) working with management of IDBI Bank Ltd., Mumbai, is legal and justified? If yes, what relief the workmen are entitled to?”**

2. Case called out. Both the parties are not responding and attending the Court since long back i.e. 13/07/2021. From Perusal of record, it is apparent that after registration of the case, notices have been sent to the parties. After service of notices, no one is present on behalf of the petitioner but some time Counsel for the respondent has come to the Court. Petitioner as well as respondent have not filed their respective statement of claim and written statement. No other evidence has been filed by the petitioner to prove his claim. Petitioner is not coming to the Court since long back. It appears that he does not want to contest the case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

### **ORDER**

**The demand of Union IDBI Bank Contract Employee’s Association, Maharashtra, for regularization of 35 workers (list enclosed) working with management of IDBI Bank Ltd., Mumbai, is illegal and unjustified. The workmen are not entitled to any relief.**

(Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer)

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 537.—**औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ नं 1 के पंचाट (06/2015) प्रकाशित करती है।

[सं. एल - 12012/92/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 537.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.06/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-1*, as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala their workmen.

[No. L-12012/92/2012- IR(B-I)]

SALONI, Dy. Director

### **ANNEXURE**

#### **CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.**

**Presiding Officer: Sh. Brajesh Kumar Gautam.**

ID No.06/2015

Registered On: 05.05.2015

Veer Singh S/o Sh. Jeet Ram, C/o Office BMS, HE 1232, Phase-1, Mohali, Distt-Mohali, Mohali (Chandigarh).

.....Workman

### **Versus**

Assistant General Manager-I(P), State Bank of Patiala, Branch Zonal Office, Patiala (Punjab).

.....Management

**AWARD****Passed On: 05.02.2025**

1. The present case had arisen on a reference dated 30.04.2015 received from Ministry of Labour Government of India as follows:

Central Government vide Notification No. L-12012/92/2012-IR(B-I) dated 30.04.2015, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of State Bank of Patiala in terminating the services of Shri Veer Singh w.e.f. 20.4.11 is just and legal? If not, to what relief the workman is entitled to”**

2. During the hearing of the present case a settlement was arrived between the workman Sh. Veer Singh and the management of State Bank of Patiala (Since merged with State Bank of India) on 25.09.2024 and as per said settlement management had agreed to pay Rs.3,50,000/- (Rupees Three Lacs and Fifty Thousand only) as lump-sum full and final compensation subject to approval by the competent authority. Since, settlement on 25.09.2024 the case was pending for due approval from the competent authority which has been finally done. Today a bank demand draft No.452759 dated 03.02.2025 issued by State Bank of India, RBO-3, Patiala for an amount of Rs.3,50,000/- (Rupees Three Lacs Fifty Thousand Only) has been submitted before this Court, which has been received by the workman Sh. Veer Singh personally. In token of presenting the draft by the Management and receiving the same by the workman short statements of Sh. Rajesh Mishra (Deputy Manager) for Management and Sh. Veer Singh (Workman) is also taken down and same has been kept on record.

3. Since the matter is settled now there remains nothing to be decided on merit and therefore the present Industrial Dispute arisen out of Reference No. L-12012/92/2012-IR(B-I) dated 30.04.2015 stands disposed off in terms of settlement between the parties.

4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 538.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केंद्रीय लोक निर्माण विभाग के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II दिल्ली के पंचाट (279/2021) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-I)-42]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 538.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 279/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. - II Delhi* as shown in the Annexure, in the industrial dispute between the management of Central Public Work Department and their workmen.

[No. L-12025/01/2025– IR(B-1)-42]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM –  
LABOUR COURT NO. II, NEW DELHI**

**ID No. 279/2021**

**Sh. Mohan Prakash vs. C.P.W.D.**

**Sh. Mohan Prakash Singh, S/o Sh. Rati Ram Singhal,**  
Through- The president Sh. Hukum Chand, CPWD  
Karamchari Union, Babu Lal Ji Complex, Shop No.-04,  
Gurgaon Road, Opposite Bus Stand, Gurgaon, Haryana-122001.

...Applicant/Claimant

Versus

1. The Director General,  
**Central Public Work Department,**  
Nirman Bhawan, New Delhi-110011.
2. **The Director of Personal, P.W.D.,**  
12<sup>th</sup> Floor, MSO Building (P.W.D. H.Q.)  
I.T.O., New Delhi-110002.

...Managements/respondents

**Counsels:**

For Applicant/ Claimant:  
*None for the claimant.*

For Managements/ Respondents:  
*Sh. Lalit Mohan, representative for the management.*

**Item No.- 31**

I.D. No. 279/2021

13th February 2025

**Present:**

**None for the claimant.**  
**Sh. Lalit Mohan, UDC for management.**

The representative present on behalf of the management has produced the documents in regard to the contract for the year 2017-18 for providing services of Data Entry Operators, messengers, Staff car drivers, M.T.S. etc., which was awarded to Sh. Kuldeep Kumar. He submits that the claimant was engaged through the contractor only for a year. Thereafter, a regular driver from the department replaced him.

Record perused. The claimant had moved an application U/s 2-A of I.D. Act, 1947 submitting that he had worked for Director General C.P.W.D. and Director of personal (P.W.D.). He further submitted that he had requested the management to regularize his services, but the management got annoyed with the request and terminated his services.

On 02.09.2024, AR for the claimant had admitted upon enquiry that the claimant's salary used to be paid through the contractor. However, he didn't implead the contractor in this matter.

Considering the fact that the claimant has not appeared thereafter to pursue his claim, the matter stands dismissed due to lack of prosecution. The award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 13.02.2025

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 539.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स पी.एस.एच.एल.टी. (कांटेक्टर); भुबनेश्वरी ओएसपी ऑफ़ एमसीएल के प्रबंधन के संबद्ध नियोजकों और श्री गोर्बिंदा तिरिअ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स नं.- 22/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-20]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 539.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 22/2017**) of the **Central Government Industrial Tribunal**

**cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s P.S.H.L.T. (Contractor); Bhubaneswari OSP of MCL** and **Shri Gobinda Tiria** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025-IR(M)-20]

DILIP KUMAR, Under Secy.

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

### INDUSTRIAL DISPUTE CASE NO. 22/2017

Date of Passing Order – 24<sup>th</sup> December, 2024

Between :-

1. The Manager,  
M/s. P.S.H.L.T. (Contractor),  
At./Po. Dera, Talcher,  
Dist. Angul, Odisha.

2. The General Manager,  
Bhubaneswari OCP of MCL,  
At./Po. Dera, Talcher,  
Dist. Angul (Odisha).

... 1st Party-Managements.

(And)

Gobinda Tiria,  
At./Po. Gobara, P.S. Bikrampur, Talcher,  
Angul, Odisha.

... Applicant-Workman.

Appearances:

None. ... For the 1<sup>st</sup> Party-Managements.

None. ... For the Applicant-Workman.

### ORDER

The applicant-workman has filed an application under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

He had worked for more than 13 years as a high skilled worker as an Heavy Vehicle Driver uninterruptedly and continuously under the direct control of the Management No. 2 through vendor contractor. His work was being supervised by the officials of the Management No. 2. He was getting less wages than the minimum wages prescribed from time to time. He was never paid bonus throughout his service period although he was legally entitled to. The 1<sup>st</sup> Party-Management No. 1 was always irregular in making payment to him. The Managements always reluctant to provide minimum facilities. He had insisted for payment of wages at par with counterpart on regular roll, the 1<sup>st</sup> Party-Management No. 2 illegally and arbitrarily retrenched him on dated 14.06.2016 without giving any prior notice and retrenchment benefits. He raised a dispute before the labour machinery and when the conciliation proceeding was delayed, he preferred the present application under section 2-A(2) of the Act.

He has prayed for direction to the Managements to reinstate him in service with full back wages and other benefits applicable under law.

3. The 1st Party-Management No. 2 appeared and filed its written statement denying entire averments of the applicant-workman.

The 1st Party-Management No. 2 in its written statement has taken a stand that the present case is not maintainable in law more particularly against them. There is no relationship of employer and employee between them and with the applicant-workman. The applicant was never recruited through any recruitment process and no appointment letter was issued. The Management No. 2 never paid any wages to the applicant workman directly as he was the employee of the contractor. The Management No. 2 has also submitted that the contractor Management No. 1.

The Management no. 1 has not appeared and has not filed any written statement in this case.

4. Applicant-workman is asked to prove his case. However, despite providing a number of opportunities, applicant-workman has not turned up to prove his claim. As the applicant-workman has not turned up for proving his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 540.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स नालको लिमिटेड के प्रबंधन के संबद्ध नियोजकों और नालको एम्प्लाइज संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 03/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल -43011/03/2018-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 540.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 03/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s NALCO Limited** and **NALCO Employees Sangh** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-43011/03/2018-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### **CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 03/2019**

**Date of Passing Order – 24th December, 2024**

**Between :-**

The General Manager (S&P),  
M/s. NALCO Ltd., P.O. Nalco Nagar,  
District – Angul (Odisha) – 759 145

... 1<sup>st</sup> Party-Management.

(And)

The General Secretary, Nalco Employees  
Sangh, Post – Nalco Nagar, District – Angul,  
(Odisha) – 759 145.

... 2<sup>nd</sup> Party-Union.

Appearances:

None. ... For the 1<sup>st</sup> Party-Management.  
None. ... For the 2<sup>nd</sup> Party-Union.

**ORDER**

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-43011/03/2018 – IR(M), dated 21.12.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the enquiry proceeding by the management of National Aluminium Co. Ltd., Odisha against the workman Shri Krushna Singh Junka is vitiated? If yes, what relief the workman is entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.
3. Despite directions so given, no statement of claim is received from the 2<sup>nd</sup> party-Union.
4. On receipt of the above reference, notice was sent to the 2<sup>nd</sup> Party-Union on 21.01.2020, 16.03.2020, 03.04.2023 and lastly on dated 08.05.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2<sup>nd</sup> Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2<sup>nd</sup> Party-Union. Despite service of the notice, the 2<sup>nd</sup> Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2<sup>nd</sup> Party-Union is not interested in adjudication of the reference on merits.
5. Since the 2<sup>nd</sup> Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.
6. In view of such, no claim Order is passed by this Tribunal.
7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated &amp; Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 541.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडिया सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री वीरभद्रप्पा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 63/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल -29011/65/2013-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 541.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 63/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **M/s India Cement Limited** and **Shri Veerabhadrapa** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-29011/65/2013-IR(M)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 22nd day of January, 2025

**INDUSTRIAL DISPUTE No. 63/2014**

Between:

Sri Veerabhadrapa  
Vill. & Post: Karankote,  
Tandur-Mandal,  
Ranga Reddy-dist.

.....Petitioner

AND

The General Manager,  
M/s. India Cements Ltd.  
Malkapur, Tandur-Mandal,  
Ranga Reddy, Dist.-

...Respondents

Appearances:

For the Petitioner : Ch. Shyam Sunder Rao, Advocate

For the Respondent: Shri Niranjan Rao, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No.L-29011/65/2013 (IR(M)) dated 29.07.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. India Cements Ltd., and their workmen. The reference is,

**SCHEDULE**

“Whether the action of the General Manager, India Cements Ltd., Malakapur, Ranga Reddy- Dist. And their contractors in terminating the service of Sri Veerabhadrapa and Sri Sridhar Gaud (contract workers) is legal and/or justified? If not, to what relief they are entitled to?”

The reference is numbered in this Tribunal as I.D. No 63/2014 and notices were issued to the parties concerned.

2. In the present matter. The claim statement was filed by the petitioner to challenge his termination order from service by the Respondent. Although petitioner has filed chief statement affidavit of the witness but witness was not produce for cross examination. In the absence of cross examination the evidence of witness is revenant & admissible. Thus the claim of the petitioner is not substantiated any evidence. Therefore, “No-Claim” Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 22nd day of January, 2025.

IRFAN QAMAR, Presiding Officer



**Appendix of evidence**

Witnesses examined for the  
Petitioner

NIL

Witnesses examined for the  
Respondent

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जीटीसी ऑयलफिल्ड सर्विसेज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री यासीन अहमद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 29/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-23]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 542.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **GTC Oilfield Services Limited** and **Sri Yasin Ahmad** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025-IR(M)-23]

DILIP KUMAR, Under Secy.

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 17th day of February, 2025

**INDUSTRIAL DISPUTE No. 29/2024**

Between:

Shri Yasin Ahmed,  
Crane Operator, Madansing Petal  
Jampet, Rajahmundry, East Godavari,  
Andhra Pradesh-533101.

.....Petitioner

AND

GTC Oilfield Services Ltd.,  
Rep by Shri Santosh Kumar Singh,  
Project Coordinator, Srinija Shelters,  
Door No. 80-4-12, Room No.501,  
Sai Nagar, JN Road, Rajahmundry,  
East Godavari-533103.

...Respondents

**Appearances:**

For the Petitioner : None

For the Respondent: Sri C. Sridhar, advocate

**AWARD**

The Government of India, Ministry of Labour by its order No.8/17/2024-B1 dated 29.05.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s GTC Oilfield Services Ltd., and their workmen. The reference is,

**SCHEDULE**

“Whether the action of the management of GTC Oilfield Services Ltd.,

Rajahmundry in terminating the services of its workman Shri Yasin Ahmed, Ex-Crane operator Rajahmundry is justified or not? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No 29/2024 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Notice sent by petitioner at his given address. It seems petitioner don't want to prosecute his case. Therefore, in the absence of claim statement by petitioner 'No-Claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 17<sup>th</sup> day of February, 2025.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner

NIL

Witnesses examined for the  
Respondent

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑयल एंड नेचुरल गैस कॉर्पोरेशन लिमिटेड (ओएनजीसी); मेसर्स साई बालाजी लॉजिस्टिक्स के प्रबंधन के संबंध में नियोजकों और कुरति श्रीनिवास के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 3/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-24]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 543.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 3/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Oil and Natural Gas Corporation Ltd. (ONGC); M/s Sai Balaji Logistics**, and **Kurati Srinivas** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025- IR (M)-24]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 10<sup>th</sup> day of February, 2025

**INDUSTRIAL DISPUTE LC No. 3/2022**

Between:

Kurati Srinivas, Aged about

37 years, S/o Veeraju,

D.No. 4-2-3/1, Occ: Truck Driver,

Y.N.K.V. Hall Veedhi,

Narsapuram-534275.

.....Petitioner

AND

1. M/s Oil and Natural Gas Corporation Ltd. (ONGC)

Represented by its Executive Director,'

Base Complex, Rajahmundry,

East Godavari Dist-533106.

2. M/s Sai Balaji Logistics,

Represented by its proprietor,

Mini Truck Contractor,

3-7-7- Ramnagar,

Nidadavolu, Dist-534301.

... Respondents

Appearances:

For the Petitioner: T. Koteswara Rao, Advocate

For the Respondent: K. Venumadhava, Advocate

**AWARD**

Sri Kurati Srinivas, who worked as Truck Driver (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents No. 2 terminating the services of the petitioner with effect from 06.06.2021, as the same is violative of section 25F/25M of the Industrial Dispute Act, 1947 and consequently direct the Respondents to reinstate the petitioner into the service of 2<sup>nd</sup> Respondent, or with any other contractor came in the place of the 2<sup>nd</sup> Respondent by virtual change in the contract with all consequential benefits including the continuity of the service of back wages till reinstatement into service and pass such other order or orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

2. Petitioner absent. Respondent refused to adduce any evidence. Perused the record. Present claim statement has been filed by petitioner challenged his termination order dated 06.06.2021 passed by respondent as the same being in violative of section 25F of ID act. Although petitioner has filed the affidavit of WW1 in evidence but despite sufficient opportunity could not produce the witness for cross examination. No other evidence has been

adduce by the petitioner in support of averment of claim statement. Therefore the claim of petitioner is not found substantiated by any evidence. Hence, 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 10<sup>th</sup> day of February, 2024.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री डी. रमेश के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 56/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल-17012/45/2013-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 544.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 56/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri D. Ramesh** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-17012/45/2013- IR (M)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21<sup>st</sup> day of January, 2025

**INDUSTRIAL DISPUTE No. 56/2014**

Between:

Shri D. Ramesh  
S/o Venkateswara Rao,  
D.No. 13-17, Kaza Post,  
M.M. Palli, Movva (M),  
Krishna District.

.....Petitioner

AND

1. The Divisional Manager,  
LIC of India,  
Divisional Officer, Kennedy Road,  
Machilipatnam(AP).
2. The Sr. Divisional Manager,  
LIC of India,  
Divisional Officer, Kennedy Road,  
Machilipatnam (AP).

...Respondents

Appearances:

For the Petitioner : Shri Y. Ranjeeth Reddy, Advocate

For the Respondent: Shri Venkatesh dixit, Advocate

### AWARD

The Government of India, Ministry of Labour by its order No.L-17012/45/2013 (IR(M)) dated 04.03.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s LIC of India, and their workmen. The reference is,

### SCHEDULE

“Whether the removal from service of Shri D. Ramesh, Ex-Temp. Class-IV, LIC of India, Machilipatnam Divisional Office w.e.f. 21.1.2013, is legal and justified? If not, what relief the workman is entitled to?

The reference is numbered in this Tribunal as I.D. No 56/2014 and notices were issued to the parties concerned.

2. Petitioner has filed the memo to withdraw the present ID case stating that he don't want to pursue his case. Respondent has no objection. Memo allowed. Petition is disposed of with order, “Dismissed as withdrawn”.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 21<sup>st</sup> day of January, 2025.

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

### Documents marked for the Petitioner

NIL

### Documents marked for the Respondent

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वेदांता लिमिटेड केयरन ऑयल; श्री वेंकटेश्वर कंस्ट्रक्शन; श्री बालाजी कंस्ट्रक्शन; श्री राम उद्यम; श्री डी. सत्य साई बाबा; श्री रामन्जनेय उद्यम; श्री वरसिद्धी विनायक कंस्ट्रक्शन; वेंकटलक्ष्मी उद्यम; श्री साई राम उद्यम; श्री सत्य राजा उद्यम; श्री सुब्रह्मण्येश्वर उद्यम; श्री अंजनेय एंटरप्राइजेज; श्री सप्तगिरी एंटरप्राइजेज; शिरडी एंटरप्राइजेज; श्री वेंकट सत्य गौरी एंटरप्राइजेज; श्री आर एस सुरक्षा; सोडेक्सो कैटरिंग सर्विसेज इंडिया प्रा. लिमिटेड के प्रबंधन के संबद्ध नियोजकों

और जनरल सेक्रेटरी, रव्वा कॉन्ट्रैक्ट एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 44/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-25]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 545.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 44/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Vedanta Limited Cairn Oil; Sri Venkateswara Constructions; Sri Balaji Contructions; Sri Ram enterprises; Sri D. Satya Sai Baba; Sri Ramanjaneya enterprises; Sri Varasiddi Vinayaka Constructions; Venkatalaxmi enterprises; Sri Sai Rama enterprises; Sri Satya Raja enterprises; Sri Subrahmanyeswara enterprises; Sri Anjaneya Enterprises; Sri Saphthagiri Enterprises; Shirdi Enterprises; Sri Venkata Satya Gowri Enterprises; Shri R S Security; Sodexo Catering Services India Pvt. Ltd. and General Secretary, the Ravva Contract Employees Union** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025- IR (M)-25]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 30th day of January, 2025

**INDUSTRIAL DISPUTE No. 44/2024**

Between:

The General Secretary,

The Ravva Contract Employees Union,

D.No. 2-302, S. Yanam Post, Uppalaguptam

Mandal, Dr. B.R. Ambedkar Konaseema

Dist.-533213.

.....

**.Petitioner**

AND

1. Sri Venkateswara Constructions,  
C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
2. Sri Balaji Contructions, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
3. Sri Ram enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.

4. Sri D. Satya Sai Baba,  
C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
5. Sri Ramanjaneya enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
6. Sri Varasiddi Vinayaka Constructions, C/o M/s Vedanta Limited Cairn Oil And Gas, S. Yanam (V),  
Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
7. Venkatalaxmi enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
8. Sri Sai Rama enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
9. Sri Satya Raja enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
10. Sri Subrahmanyeswara enterprises, C/o M/s Vedanta Limited Cairn Oil And Gas, S. Yanam (V),  
Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
11. Sri Anjaneya Enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
12. Sri Sapthagiri Enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
13. Shirdi Enterprises, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.

14. Sri Venkata Satya Gowri Enterprises, C/o M/s Vedanta Limited Cairn Oil And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
  15. Shri R S Security, C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
  16. Sodexo Catering Services India Pvt. Ltd.  
C/o M/s Vedanta Limited Cairn Oil  
And Gas, S. Yanam (V), Uppallaguptaham  
Mandal, Dr. B.R Ambedkar Konseema  
Dis. 533213.
- .....Respondent**

Appearances:

For the Petitioner : Shri Y. Ranjeeth Reddy, Advocate

For the Respondent: None

#### **AWARD**

The Government of India, Ministry of Labour by its order No.24(34)/2024-IR dated 09.09.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Vedanta Limited Cairn Oil

And Gas, and their workmen. The reference is,

#### **SCHEDULE**

1. “Whether the demand put forth by the Union for determination of superannuation age beyond 58 years and consequential benefits for contract labour engaged through various contractors in the establishment of M/s Vedanta Limited Cairn Oil and Gas, S. Yanam East Godavari District, Andhra Pradesh is legal and justified? If not, what relief the Union is entitled to?”
2. “Whether the demand put forth by the Union for payment of exgratia @Rs. 15 Lakhs for each to 35 over aged contractual workman as a terminal benefit engaged through various contractors in the establishment of M/s Vedanta Limited Cairn Oil and Gas, S. Yanam East Godavari District, Andhra Pradesh is legal and justified? If not, what relief the Union is entitled to?”
3. “Whether the demand put forth by the Union of Employment of one family member in place of 35 old aged retiring contractual workman through contractor in the establishment of M/s Vedanta Limited Cairn Oil and Gas, S. Yanam East Godavari District, Andhra Pradesh is legal and justified? If not, what relief the Union is entitled to?”

The reference is numbered in this Tribunal as I.D. No 44/2024 and notices were issued to the parties concerned.

2. Petitioner counsel filed petition under section 11 of ID Act with the prayer to permit to withdraw the present ID case as the Petitioner union has entered into agreement with Respondents u/s 12(3) read with Sec. 18(3) of the I.D. Act 1947, before the Deputy Chief Labour Commissioner(C), Hyderabad on 26.09.2024 over the Charter of Demands mentioned in the reference. Hence, Petitioner union intended to withdraw the present ID as settled out of Court.

In view of the memorandum of settlement dated 26-9-2024 the petition filed by the Petitioner union is allowed and Petitioner /Union is permitted to withdraw present ID case in view of said memorandum of settlement. Award is passed is accordingly. Reference is answered in accordingly. Transmit u/s 17 of ID Act.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 30<sup>th</sup> day of January, 2025.

IRFAN QAMAR, Presiding Officer



**Appendix of evidence**

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 546.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री छट्टी सुरेंद्र कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (**रिफरेन्स न.- 36/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-26]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 546.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 36/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited** and **Sri Chhatti Surendra Kumar** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025- IR (M)-26]

DILIP KUMAR, Under Secy.

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5<sup>th</sup> day of March, 2025**ID No. 36/2022**

Between:

Sri Chhatti Surendra Kumar,

S/o Nooka Raju, 7-5-26,

Chattivani Palem, Opp: Electrical Sub-Station

Gajuwaka, Visakhapatnam - 530026

.....Petitioner

AND:

M/s Onshore Construction Company Pvt Ltd

ATL Corporate Park, 7<sup>th</sup> Floor, Saki Vihar Road

Powai, Mumbai – 400072

.....

Respondent

Appearances:

For the Petitioner : In person

For the Respondent: Dr K K HM Syam Sundar & K Shiva Kumar, Advocates

### AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Hyderabad by its order No.8/3/2022/B1 dated 11.02.2022, referred the following dispute under clause(d) of sub-section (1) and sub section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Onshore Construction Company Pvt Ltd. and their workman. The schedule of the reference is,

### SCHEDULE

*“Whether the action of Management of M/s Onshore Construction Company Pvt Ltd , a contractor of Hindustan Petroleum Corporation Limited, Visakh Refinery, Visakhapatnam in terminating the services of Sri Chatti Surendra Kumar, Ex-Khalasi (Semi-skilled)w.e.f. 13.12.2020 is legal and justified or not? If not, to what relief the workman is entitled to?”*

The reference is numbered in this Tribunal as I.D. No.36/2022 and the case is presently posted on 28.04.2025, for Appearance of petitioner.

2. The matter was taken up today for hearing in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides. The respondent filed a memo with the averment that the Industrial Dispute was settled amicably with the petitioner with a Long Term Settlement on 20.9.2022 and a copy of settlement is also filed alongwith memo. Therefore, respondent prayed to close the present dispute treating it as not pressed in the interest of justice.

4. The petitioner has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri J Vijaya Sarathi, Secretary to the Court, corrected and signed by me on this the 5<sup>th</sup> day of March, 2025.

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Union/Petitioner

Management/Respondent

NIL

NIL

### Documents marked for the Petitioner

NIL

### Documents marked for the Respondent

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री पालिका एलीआज़ार के

बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.- 35/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-27]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 547.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 35/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited** and **Sri Palika Eleazar** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025- IR (M)-27]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5<sup>th</sup> day of March, 2025

**ID No. 35/2022**

Between:

Sri Palika Eleazar

S/o Palika Samuel, Venkatapuram Gramam

SC Colony, Thana (PO), Munagapakam Mandalam

Thanam, Visakhapatnam

.....Petitioner

AND:

M/s Onshore Construction Company Pvt Ltd

ATL Corporate Park, 7<sup>th</sup> Floor, Saki Vihar Road

Powai, Mumbai – 400072

..... Respondent

Appearances:

For the Petitioner : In person

For the Respondent: Dr K K HM Syam Sundar & K Shiva Kumar, Advocates

#### AWARD

The Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (C), Hyderabad by its order No.8/2/2022/B1 dated 11.02.2022, referred the following dispute under clause(d) of sub-section (1) and sub section (2A) of Section 10 of the I.D. Act, 1947, for adjudication to this Tribunal between the management of M/s Onshore Construction Company Pvt Ltd. and their workman. The schedule of the reference is,

#### SCHEDULE

*“Whether the action of Management of M/s Onshore Construction Company Pvt Ltd , a contractor of Hindustan Petroleum Corporation Limited, Visakh Refinery, Visakhapatnam in terminating the services of Sri Palika Eleazar, Ex-store Assistant is legal and justified or not? If not, to what relief the workman is entitled to?”*

The reference is numbered in this Tribunal as I.D. No.35/2022 and the case is presently posted on 28.04.2025, for Appearance of petitioner.

2. The matter was taken up today for hearing in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides. The respondent filed a memo with the averment that the Industrial Dispute was settled amicably with the petitioner with a Long Term Settlement on 20.9.2022 and a copy of settlement is also filed alongwith memo. Therefore, respondent prayed to close the present dispute treating it as not pressed in the interest of justice.

4. The petitioner has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri J Vijaya Sarathi, Secretary to the Court, corrected and signed by me on this the 5<sup>th</sup> day of March, 2025.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Union/Petitioner  
NIL

Witnesses examined for the  
Management/Respondent  
NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 548.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार रक्षा अनुसंधान एवं प्रयोगशालाएँ के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (60/2021) प्रकाशित करती है।

[सं. एल -14011/05/2021-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 548.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.60/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Defense Research and Laboratories and their workmen.

[No. L-14011/05/2021- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 7<sup>th</sup> day of February, 2025

**INDUSTRIAL DISPUTE No. 60/2021**

Between:

The Working President,  
DRDL Casual Workers Union,  
BMS Office, TRT-141,  
Jawahar Nagar Street No.9  
Hyderabad-500020.

.....Petitioner

AND

The Director, DRDL

(Defense Research and Laboratories)

Kanchanbagh, Hyderabad-500058.

...

**Respondents**

Appearances:

For the Petitioner : A. Thirupathi Reddy, Advocate

For the Respondent: None

**AWARD**

The Government of India, Ministry of Labour by its order No.L-14011/5/2021 (IR(DU)) dated 04.08.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. DRDL, and their workmen. The reference is,

**SCHEDULE**

“Whether the claim of DRDL Casual Workers Union against the management of DRDL, Kanchanbagh, Hyderabad that the management of DRDL, Kanchanbagh, Hyderabad changed the service condition of workers from casual workers to contract workers ( List of workers enclosed) during pendency of conciliation proceedings is proper, legal and justified in the view of section 33 of Industrial Disputes Act, 1947 ? If not, to what relief these workers are entitled for? What directions, if any, are necessary in the matter?”

The reference is numbered in this Tribunal as I.D. No 60/2021 and notices were issued to the parties concerned.

2. Petitioner absent. Case is fixed for today for filing claim statement but despite providing sufficient opportunity, he did not file any claim statement. It seems that petitioner do not want to pursue his case. Hence, in absence of claim statement ‘Nil award’ is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 7<sup>th</sup> day of February, 2025

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 549.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (18/2018) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-44]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 549.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court

**Hyderabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.**

[No. L-12025/01/2025-IR(B-I)-44]

SALONI, Dy. Director

**ANNEXURE  
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 7<sup>th</sup> day of February, 2025

**INDUSTRIAL DISPUTE LC No.18/2018**

Between:

Tholla Satish Kumar,

S/o T. Subbaiah, Aged about

26 years, R/o H.No. 3-192,

Bhupal Nagar, Nanadanapally

Village, Kurnool Mandal-518452.

.....

Petitioner

AND

1. State Bank of India (Erstwhile SBH),  
Administrative Office at Gunfoundary,  
Abids, Hyderabad, Amaravathi/Vijayawada  
Circle. Rep. by its Chief General Manager.  
General Manager.
2. The branch Manager,  
State Bank of India (Erstwhile SBH)  
Nandyal Road Branch (21660),  
Near Kamal complex, Kurnool-518002.

**... Respondents**

Appearances:

For the Petitioner: M Kiran Kumar, Advocate

For the Respondent: Y. Ranjeeth Reddy, Advocate

**AWARD**

Smt. Tholla Satish Kumar, who worked as Safia Karamchhari/Attender/Lunch Room Attendant (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents management to reinstate the petitioner into service with continuity of service, with full back wages, with all other attendant benefits.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. In absence of evidence 'Nil award' is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 7<sup>th</sup> day of February, 2025

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 550.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (63/2018) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-43]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 550.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 63/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of **State Bank of India** and their workmen.

[No. L-12025/01/2025- IR(B-I)-43]

SALONI, Dy. Director

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 7<sup>th</sup> day of February, 2025

**INDUSTRIAL DISPUTE LC No.63/2018**

Between:

Smt. Uppari Deepa,  
W/o Late Praveen Kumar,  
Aged about 40 years,  
R/o H.No. 9-3-171,  
Rezimental Bazar,  
Secundrabad-500027.  
AND

.....

Petitioner

1. State Bank of India (Erstwhile SBH),  
Administrative Office at Koti,  
Bank street, Hyderabad,  
Telengana Circle, Rep. by its chief  
General Manager.

2. The branch Manager,  
State Bank of India (Erstwhile SBH)  
Himmatnagar Branch (20244),  
10-3-194 Screccs Building, St. Johns Road,  
Beside Himmatnagar Post Office,  
Telangana-500025.

... Respondents

Appearances:

For the Petitioner: M Kiran Kumar, Advocate

For the Respondent: Y. Ranjeeth Reddy, Advocate

### AWARD

Smt. Uppari Deepa, who worked as Safia Karamchari/Attender/Lunch Room Attendant (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents management to reinstate the petitioner into service with continuity of service, with full back wages, with all other attendant benefits.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. In absence of evidence 'Nil award' is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 7<sup>th</sup> day of February, 2025

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the  
Petitioner  
NIL

Witnesses examined for the  
Respondent  
NIL

### Documents marked for the Petitioner

NIL

### Documents marked for the Respondent

NIL

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 551.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (124/2004) प्रकाशित करती है।

[सं. एल - 12012/45/2004- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 551.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 124/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/45/2004- IR(B-I)]

SALONI, Dy. Director



**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT**  
**HYDERABAD**

Present: **Sri IRFAN QAMAR**  
 Presiding Officer

Dated the 25<sup>th</sup> day of February, 2025

**INDUSTRIAL DISPUTE No. 124/2004**

Between:

Smt. K. Saraswathi,

D.No.26-23-22/1,

Sundaramma Street,

Gandhi Nagar,

Vijayawada-3.

..... Petitioner

AND

The Assistant General Manager,

State Bank of India, RG-II,

Zonal Office, No.29-14-59,

Route No.5, Surya Rao Pet,

Vijayawada.

.... Respondent

Appearances:

For the Petitioner : Party in Person

For the Respondent: Sri Y. Ranjith Reddy, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No. L-12012/ 45/ 2004-IR(B.I) dated 23.7.2004 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

**SCHEDULE**

“Whether the action of the management of State Bank of India, Vijayawada in dismissing the services of Smt. K. Saraswathi, Ex-Clerk is justified? If not, to what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 124/2004 and notices were issued to the parties concerned. Earlier present ID was decided by this tribunal by an award related 8.8.2006 against which the Petitioner preferred Writ Petition No.20986 of 2007 and Hon’ble High Court of AP has set aside the award dated 8.8.2006 passed by the Tribunal and remitted the matter back to the CGIT cum Labour Court for disposal on merits and in strict accordance with the procedure established by law. Therefore, matter has been heard afresh and being decided.

**2. The averments made is the claim statement are as follows:**

The Petitioner aggrieved by the action of the respondents for awarding disproportionate punishment of dismissal of the Petitioner from the service without following the laid down procedure and not paying the Management PF Contribution, Gratuity, Pension and superannuation benefits along with arrears as highly illegal, arbitrary, unjust, improper, discriminatory and violation of principles of natural justice. It is submitted that Petitioner's husband Late Sri K. Venkata Ramana Prasad was appointed as cashier in the respondent bank on 11.5.1966, while he was working as Deputy Head Cashier at Governorpeta Branch died on 20.7.1982. Due to sudden death of Late K Venkata Ramana Prasad to enable the family to tide over the sudden crisis and to relieve from financial destitution the Petitioner was appointed as clerk in the respondent Bank on 8.3.1983, on compassionate grounds and posted at Vijayawada branch as clerk. It is further submitted that while she was working at Vijayawada Branch Respondent Bank suspended the Petitioner in violation of the Bipartite Settlements/awards and without furnishing the purpose for which the Petitioner was suspended vide order dated 24.8.2001 served on the Petitioner. It is further submitted that as per the service conditions vide clause 19.11 of First Bipartite Settlement dt. 19-10-1966 & Clause 11 of the MoS dated 10-4-2002, the Petitioner shall be communicated about the decision of disciplinary action within 3 days thereof. But in this case the Petitioner was issued with show cause notice dated 16.10.2001 i.e.. about 2 months and the charge sheet dt.29-5-2002 was issued after 9 months. It is gross violation of clause 11 of the settlements signed under sec.2(p), Sec. 1 8(1) of the ID Act 1947 read with rule 58 of the Industrial Disputes (Central Rules 1957). It is submitted that the Branch Manager of Nunna Branch has issued a show cause notice alleging certain serious omissions and commissions of fraud against the Petitioner, calling her explanation within 10 days. The Petitioner has sent her reply vide her letter dt.21-01-2001 denying the allegations. It is submitted that the Assistant General Manager & Disciplinary Authority had issued a Charge sheet dt. 29-03-2002, with vague allegations in terms of 521 (4) (i) of

Sastry Award read with para 18.28 of Desai Award and subsequent Bipartite Agreements calling explanation within 15 days from the Petitioner. The Petitioner has sent her reply to the Respondent vide her letter dt. 8-6-2002 denying the allegations. But alleged misconduct is not in the definition of Gross misconduct and hence, the charge sheet is not maintainable in the eye of law. It is submitted that the Charge sheet clearly indicates that the Disciplinary Authority had already come to a definite opinion and closed mind about the alleged misconduct as if committed by the Petitioner and with bias against him, which is violative of the principles of natural justice. Audi alteram partem is the principle that no one should be condemned without a hearing in which they are given the opportunity to respond to the accusations against them. It is considered a principle of fundamental justice and without proper evaluation of the evidence, when the allegation of forgery and withdrawal was not established without considering the version of the Petitioner and the records is gross violation of the said principle. The Complainant /Account Holder Smt. Y. Nirmala Devi of the Respondent Bank stated in PEX 8, that she visited the Bank on 07-03-2001 without passbook and asked the help of the Petitioner to withdraw the amount of Rs 30,000 and that The Petitioner witnessed her signature. This is the self declaration given by account holder herself which is recorded as PEX 8 and the Enquiry Officer ignored here PEX 8, the transaction which has been duly verified by the branch manager. But, in this case the Petitioner was all of a sudden suspended and not aware whether the suspension is on account of pending enquiry or initiation of enquiry, thus the DA without mentioning the reasons and grounds suspended the Petitioner which is in violation of the settlement unlawful, unjust and arbitrary and violation articles of the constitution of India. It is submitted that Petitioner received notice of enquiry to be held at Nunna Branch and the copies of the documents relied by the Respondent Bank, will be provided during the enquiry. It is submitted that the Petitioner attended the enquiry on 30-7-2002 and gave a representation authorizing Ch. Venkateswara Rao, Asst. General Secretary to defend her case in the enquiry. The next date of enquiry was 9-8-2002 and the enquiry was concluded on the same date. Further, it is submitted that the punishment awarded to the Petitioner disproportionate. Hence, this petition. The Petitioner further submits that there is no financial loss to the bank. The para 521(4) of Sastry Award states that " doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the bank into serious loss". But the prosecution has miserably failed to prove the ingredients of the allegation leveled against the Petitioner. The allegation though was not proved the prosecution failed to establish about the loss suffered by the bank. Hence the entire charge sheet shall be treated as not proved and the punishment awarded to the Petitioner is not only disproportionate but shall be reviewed in terms of the punishment under clause para 521 (7) of Sastry Award & clause 8 of the MoS dated 10-4-2002 . The Presenting officer had submitted his report to the Enquiry Officer, but not provided a copy of the Presenting officer, to enable the Defence counsel of the Petitioner to submit his counter objections on the report. It is bad in law and violation of principles of natural justice. It is pertinent to submit that the Defence counsel submitted his brief to the Enquiry Officer on 14-10-2002, without an opportunity to counter brief of the Presenting Officer. It is unfair and unconstitutional to deny the report of the PO. However, the EO without providing an opportunity to peep into the averments made by the PO reached to conclusions without proper evaluation of the evidence on record. The Enquiry Officer submitted enquiry report dated 23-10-2002 to the Respondent finding the Petitioner guilty of all the 4 charges levelled against her. The respondent issued proceedings No. DPS/R- 11/No. 568 dated 24-10-2002 forwarding a copy of the enquiry report to the Petitioner and asking for any submissions in reply to the enquiry report within 15 days. In reply to the same, the Petitioner addressed a letter dated 14-11-2002, giving an explanation to all the charges and requesting to exonerate the Petitioner from the charges. Later, the respondent, issued proceedings No. DPS/R-11/No.844, dated 13-01-2003, stating that the penalty of Dismissal from Bank Service without notice" is decided to be imposed on the Petitioner in terms of para 6(a) of the memorandum of settlement dated 10.4.2002 in Disciplinary Action Procedure in the Bank. The copy of the final disciplinary proceedings were sent to the Petitioner. In the instant case there is no legal evidence available to prove the alleged charges and in fact on record that the charge was negated by the customer vide PEX-8 herself deposing that she herself came to the bank on 7-3-2001 and presented the withdrawal form. Hence, the charge is disproved beyond reasonable doubt. The material on record was failed to establish any forgery etc.. It is bad in law and the Hon'ble court in the case of Central Bank of India V Prakash Chand Jain. (1969 ILLJ 377 SC) has expressed that in such case of two fold test the Findings of the EO shall be considered as perversity of findings. It is to note that on perusal of the findings of the EO, reached to conclusions mechanically without considering the enquiry proceedings where depositions of PW1 to PW3 who were negated the charges. The EO findings the allegation of forgery was not proved and the statement of PW1 negated the allegation. It is further submitted that relying upon the false and frivolous findings of the Enquiry Officer, DA simply adopted the findings of the EO without considering the proceedings and the nature of omission and commission and gave the punishment in the absence of any documentary/oral evidence, is not acceptable and the then Branch Manager and other Assistant Sri D.Suryanarayana Sastry equally negligent due to which the alleged omission and commissions ought to have averted if they observed the lapses in the system in performing duties. But, the management has not given any punishment to them surprisingly, the Assist (A & C) was treated the vital allegation as matter of administration and discharged from accountability with a caution vide letter dt.26-6-2002 issued by the Disciplinary authority in the capacity of Asst.General Manager. It is further submitted that the punishment imposed on the Petitioner is shockingly disproportionate to the charges proved. It is further submitted that the then Branch Manager PW1 deposed that Mr.Rawoof initialed the balance columns in the Ledger Book. The Accountant Sri Rawoof was not summoned by the Respondent Bank to depose on this aspect. In the absence of the evidence of the Accountant Sri Rawoof, it cannot be

held that the charges against the Petitioner are sufficiently proved. The Respondent completely shifted the burden on to the Petitioner, absolving the Branch Manager who is duly bound to verify the signature on the withdrawal form with that of the specimen signature at the time of passing the withdrawal form and more so when he was informed by the Petitioner that the account holder came to the Bank without passbook and asked her help. There is no action against the Accountant and the Branch Manager at Nunna Branch and only targeted Petitioner and removed from the service and the punishment is too harsh and disproportionate to the charges and unsustainable. Petitioner approached Appellate Authority through representation which was dismissed on 24-04-2003 without assigning any reasons and rationale to arrive such decision to dismiss the appeal. It is further submitted that challenging the Award dt.08-08-2006 of dismissing the dispute of Petitioner, passed in ID 124 of 2004 on the file of the Central Government Industrial Tribunal - cum- Labour Court at Hyderabad, the Petitioner filed Writ Petition before the erstwhile AP High Court at Hyderabad vide WP No.20986 of 2007. It is further submitted that the Hon'ble High court allowed the Writ Petition and setting aside the Award dt 8-8-2006, in ID No.124 of 2004 and remitted the matter back to the CGIT for disposal afresh on merits and in strict accordance with the procedure established by law. The Hon'ble High Court considering the fact that the Petitioner already attained the age of superannuation and the matter is sufficiently old matter directed the tribunal to dispose the matter as expeditiously as possible, preferably within 3 months from the date of receipt of a copy of the order. None of the allegations was proved during the enquiry. It is essentially required to be proved in accordance with law. Denial of opportunity to employee to submit his version, relying on the documents used by the management to prepare the charge sheet is gross violation of the principles of natural justice and vitiates the departmental enquiry for non-adherence to principles of natural justice as held by the Apex court in the case of L.I.C. of India v. Ram Pal Singh Bisen. The Petitioner is unable eke out her livelihood due to financial problems and added to the financial crisis she is old and suffering from old age ailments. The Management has neither paid the Bank's PF contribution nor paid the gratuity to the service she rendered to the bank for more than 18 years. The Petitioner since already attained superannuation though she is entitled for all the superannuation benefits including the payment of pension etc.. the bank has not paid the superannuation benefits to the Petitioner is violation of article 21 of the constitution of India. Therefore, Petitioner prayed to set aside the dismissal order dated 13.1.2003 duly granting all consequential benefits etc..

3. **Respondent filed counter denying the averments of the Petitioner as under:**

It is submitted that the dispute raised by the Petitioner is neither maintainable in law nor on facts of the case and as such the same is to be dismissed in limine. It is submitted that the material allegations made in the petition filed by the Petitioner are not true and correct and the Respondent Bank denies all the allegations leveled against the Bank, except those which are specifically admitted therein. It is submitted that the Petitioner is raising unfounded dispute and entered into litigation. It is submitted that the Petitioner being an employee, has to Work as per the service rules and guidelines stipulated to her post by Bank. Any misconduct committed by employee results in initiation of Disciplinary Proceedings against such person. It is submitted that the Petitioner knowing fully the lapses committed on her part, which are all on record, is however, trying to convince the Hon'ble Court on sympathetic grounds by filing this petition. It is submitted that the Petitioner cannot claim Pension as of right, as she has no vested right to claim Pension. The reason is, as per record, she has not completed the required period of service as required and essential under the service rules applicable to her to be eligible to get Pension. On the other hand, the Petitioner is claiming other incidental benefits to which she is not eligible. On this ground itself, the petition is liable to be dismissed. It is submitted that the Petitioner Smt K.Saraswathi was appointed in the Bank on compassionate grounds in March 1983 consequent to death of her husband who worked as Deputy head cashier in the Bank. It is submitted that subsequently, the Petitioner was issued charge sheeted vide Memorandum No.DPS/R-1/172 dated 29.05.2002 for certain irregularities/lapses viz., Presenting forged withdrawal pertaining to customer Smt Y.Nirmala Devi's account and obtaining payment thereof; unauthorizedly keeping the amount withdrawn by means of such forged withdrawal for a considerable period of 5 months 10 days with her; Posting two extraneous credits to the account of Smt. Y.Nirmala Devi, the customer, without supporting vouchers and; altering the balance in the savings bank account of Smt.Y.Nirmala Devi, the customer, on several occasions to facilitate monthly balancing of SB accounts. It is submitted that on being not satisfied with the reply of the Petitioner, a detailed domestic enquiry was ordered by appointing the Enquiry Officer and the presenting officer under advise to the Petitioner. The Petitioner / charge-sheeted employee was represented by the Assistant General Secretary of Zonal Office, Vijayawada, of State Bank of India Staff Union, Hyderabad Circle. The Enquiry Officer submitted his report on 24.10.2002 and held the charges as 'Proved' based on the material evidence, documents and records. A Copy of the enquiry report was also furnished to the Petitioner. Subsequently, the Petitioner's submission were received on 15.11.2002. Taking into consideration the entire material on record pertaining to the case of the Petitioner and as malafides were involved, the then Asst. General Manager & Disciplinary Authority proposed tentative penalty of "Dismissal from Bank Service" vide memorandum no. DPS/R-II/755 dated 19.12.2002. It is further submitted that the Petitioner was thereafter provided with personal hearing on 11.01.2003 for any further submissions. Based on the submissions given by her on personal hearing, material evidence and other documents, papers and all exhibits, the then Asst. General Manager & Disciplinary Authority made absolute the proposed punishment and accordingly served the final Orders vide Memorandum No. DPS/R-II/844 dated 13.01.2003 imposing the penalty of "Dismissal from Bank's Service without notice" as provided for in the Bi-Partite Settlements. The Petitioner preferred departmental appeal vide letter and

dated 27.02.2003. The Deputy General Manager Appellate Authority, after taking into consideration all the material facts, evidences, depositions, and the contentions / grounds raised in the appeal, had independently examined the case and recorded his findings wherein it was clearly established that signature of the account holder with other records vary with the impugned withdrawal slip and the same was verified by the Government Examiner; it is also proved that the Petitioner made the amount good subsequently and that the Petitioner has kept the money (Rs.30,000/-) with her for 05 month and 10 days; and that the Petitioner had posted extraneous credits without supporting vouchers and the balances were altered in the ledger account; Thus, it was established that the Petitioner had withdrawn the amount through forged withdrawal, kept the amount with her for some period and made good the amount only after the account holder made a Complaint, posted two credits, altered the ledger account of the customer. Hence, the contentions / grounds raised by the Petitioner in the departmental appeal were held to be untenable. The Petitioner in fact was appointed on compassionate grounds and hence, she should not have committed such irregularities by misusing her powers in the discharge of duties. Therefore, the General Manager and Appellate Authority, held that the appeal has no merits and declined to interfere with the orders of the Disciplinary Authority, hence, rejected the departmental appeal vide Orders dated 24.04.2003. It is submitted that as the Petitioner K Saraswathi did not attend the court, NIL Award was passed by CGIT due to her non appearance. Hence, the Petitioner is well aware about the commission of lapses. It is submitted that the Petitioner subsequently challenged the said Nil Award before Hon'ble High Court of Hyderabad by way of filing the Writ Petition No. 20986 of 2007, wherein the Hon'ble High Court considering the fact that the Petitioner was appointed on compassionate grounds held that an opportunity has to be given to her to have her case decided on merits. It is submitted that it is a matter of record that the disciplinary proceedings were already taken against Petitioner for her lapses in duty and the enquiry was conducted by the concerned authority of the Bank following the stipulated guidelines, giving opportunity to Petitioner at every stage of enquiry which took place way back in the year 2002-2003. As her lapses were proved, the order of Dismissal was passed against her. In the appeal filed by her against the order vide order No DPS/R-II/No 844 dated 13.01.2003, was also dismissed onn 24.04.2003. This fact was also admitted by the Petitioner in her petition. Thus, the order had become final and the Petitioner also received her PF which contributions she was eligible under law. The Petitioner has attained the age above 60 years and at this juncture cannot claim any benefits as she is not eligible to get any relief sought by her. But as per record, she has completed 19 years of service only. So, she is ineligible to get pension as per service rules applicable to her. It is also pertinent to note that the contention raised by the Petitioner that there is no loss to the Bank is highly untenable at the cost of her apology as the Bank is a financial institution and integrity and honesty is the basic norm expected from all its employees. The loss of reputation is also an issue and hence, the contentions raised by the Petitioner are liable to be rejected. It is submitted that the Petitioner was paid the benefits that are payable to a dismissed employee and she cannot claim more than what was paid to her by Bank i.e., PF contribution paid to her. As more than 17 years passed from the date of dismissal and Petitioner attained age of superannuation i.e., 60 years, now it is unfeasible to consider the merits in this case, as no benefit can be extended by Bank to the Petitioner in these circumstances. It is submitted that the Rules as applicable to the Petitioner were imposed as per the Bi-Partite Settlements. It is also relevant to refer to the decisions of the Hon'ble Supreme Court, while adjudicating the issues, involving similar situation, in State Bank of Bikaner and Jaipur vs. Nemi Chand Nalwaya AIR 2011 SC 1931, Judgment reported in (1998) 4 SCC310, Vishwamohun Vs. Union of India, Judgment of the Hon'ble Supreme Court rendered in Tarachand Vyas Vs. Chairman, Disciplinary Authority reported in (1997) 4 SCC 565. Bank employees deal with the money of depositors and customers. As such they are required to take all possible steps to protect the interest of the Bank and to discharge their duties with utmost integrity, honesty and devotion and to do nothing which is unbecoming of a Bank employee/Officer. It is no defence to say that there is no loss or profit resulted in the case. It is pertinent to state that owing to fraudulent acts of the Petitioner, the bank is put to reputation loss and loss of public money and there are no extenuating circumstances warranting for extending sympathy to consider for any leniency in the matter". It is submitted that the petition is baseless on facts and untenable as per Law. Hence, the petition is liable to be dismissed with exemplary costs, as the petition is devoid of merits.

4. Both the parties have submitted their written submissions.

**5. On the basis of rival pleadings of both the parties following issues arise for determination in the present case:-**

- I. Whether the departmental enquiry held against Smt. K. Saraswathi, Ex. Clerk of State Bank of India is legal and valid?
- II. Whether the action of management of State Bank of India, Vijayawada in dismissing the services of Smt. K. Saraswathi, Ex. Clerk is justified?
- III. To what relief the Workman is entitled?

#### **Findings:-**

**6. Point No. I:-** The legality and validity of departmental enquiry has been held legal and valid vide order dated 22.11.2024.

This point is decided accordingly.

**7. Point No. II:-** In the instant case Petitioner Smt. K. Saraswathi has challenged her dismissal order passed by respondent vide proceeding dated 13.1.2003 imposing the penalty of dismissal from bank's services without notice on the grounds of that being it is illegal, arbitrary, unjust, improper and in violation of principles of natural justice.

8. The record of enquiry proceeding goes to reveal that following charges framed against the charge sheeted employee:-

- “1. It is reported that on 7.3.2001 you have presented a forged Savings Bank withdrawal dated 7.3.2001 for Rs.30,000/- without pass book pertaining to SB account No.12/2556 of Smt. Y. Nirmala Devi, a customer and obtained payment thereof.
2. It is reported that you have unauthorizedly kept the amount of Rs.30,000/- withdrawn by you from the SB account No.12/2556 of Smt. Y. Nirmala Devi by means of a forged withdrawal on 7.3.2001 till 17.8.2001 i.e., for a period of 5 months – 10 days and when Smt. Y. Nirmaladevi made a complaint to the Branch manager of Nunna branch, you have made good the said amount on 17.8.01 to the Branch Manager, State Bank of India, Nunna with a written request to handover the same to Smt. Y. Nirmala Devi.
3. It is reported that you have posted two extraneous credits of Rs.30,000/- each on 22.3.2001 and 13.4.2001 in the saving bank account no.12/2556 of Smt. Y. Nirmala Devi, a customer, without supporting vouchers.
4. It is reported that you have altered the balances in the Savings Bank Account No.12/2556 of Smt Y. Nirmala Devi on several occasions from 7.3.01 onwards to facilitate monthly balancing.”

After recording the evidence, Enquiry Officer had found charge sheeted employee guilty of the charges as mentioned above.

9. First and foremost plea taken by Petitioner is that the complaint is starting point of any disciplinary action but in the present matter there is no complaint against the Petitioner and Enquiry Officer has not called the customer, the complainant as management witness in the enquiry whereas the PW1 in his cross examination has clearly stated that as per PEx.8 the complainant /account holder Smt. Y. Nirmala Devi visited bank on 7.3.2001 without passbook and asked the help of Petitioner to withdraw an amount of Rs.30,000/- from her account. Therefore, Petitioner has signed as a witness on withdrawal form. Thus, for the want of evidence of complainant customer Smt. Y. Nirmala Devi the dismissal order of Petitioner is illegal and liable to be set aside.

10. Perused the record. In this case the disciplinary proceedings was initiated against the CSE Petitioner on the charge of committing misconduct while she was working in the Bank as Senior Assistant. The allegation against the Petitioner is that she had presented forged SB account withdrawal form and obtained the payment of Rs.30,000/- from the SB Account of customer Smt. Nirmala Devi unauthorizedly and misappropriated the aforesaid amount for considerable period of 5 months 10 days. Secondly, she has been charge sheeted for altering the balances in SB account No.12/2556 of Smt. Y. Nirmala Devi, without supporting voucher and altering the balances in SB account of the customer to facilitate monthly balancing and such acts of CSE which amounted to gross misconduct. The charges alleged has been held proved against CSE in the disciplinary proceedings and Enquiry Officer on the basis of appreciation of documentary and oral evidence of PW1, PW2, PW3 and PW4 on record has submitted his report holding CSE guilty of charges.

11. It is settled law that a customer of bank need not be involved in a domestic enquiry conducted as such a course would not be conducive to proper banker customer relationship and therefore, would not be in the interest of bank. In this context, reference of the decision of **State Bank of India vs Tarun Kumar Banerjee, AIR 2000 page 3028 is relevant. Therein** Hon'ble Supreme Court have held that customer of the bank cannot be involved in domestic enquiry against the employees of the bank as it would not be conducive to proper bank-customer relationship. Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above, the plea raised by the Petitioner in this respect is not tenable.

12. Further Petitioner has taken the plea that the statement of imputation of misconduct on which CSE was charge sheeted employee shall accompany a charge sheet to submit her reply. The object of furnishing statement of imputation to the delinquent official is to give him all the necessary particulars and details relating to charge so that she will have sufficient opportunity to put her defence. But in the instant case she has been denied the supply of list of documents and list of witnesses produced by Management in support of the charges. Further, it is contended that Audi Alteram Partem is the principle that no one should be condemned without a hearing in which they are given the opportunity to respond to the accusations against them when the allegation of forgery and withdrawal was not established. The Management in the instant case without considering the version of the Petitioner and the records has passed her dismissal order in gross violation of the said principle.

13. On the other hand, Learned Counsel for Respondent contended that the departmental enquiry against the charge sheeted employee has been held by following the principles of natural justice and fair opportunity of hearing was extended to the Petitioner during the enquiry. Further, it is submitted that the defence representative was also permitted during the enquiry on behalf of the Petitioner. Therefore, the claim of the Petitioner that fair opportunity of hearing was not accorded is baseless and not acceptable.

14. Perused the record of enquiry proceeding. The record of enquiry goes to reveal that Petitioner CSE has been accorded ample opportunity of hearing at every stage of the proceeding which she availed and she never raised any objection at any stage of proceeding complaining of causing of prejudice of any nature to her before the Enquiry Officer. Further, the record of enquiry proceeding goes to show that she received all the papers and documents filed that relied upon by the Respondent bank in support of the charge sheet and she also filed her reply and also cross examined the management witness and the opportunity to adduce evidence in defence was also accorded to her which she did not avail. The inquiry report further goes to show that the Enquiry Officer appreciated the oral or documentary evidence and thereafter has submitted his reasoned report holding the CSE guilty of all four charges. Therefore, in the instant case, no case is made out to hold that domestic enquiry suffers from any procedural lapses or was conducted in violation of principles of natural justice thereby causing any prejudice to the rights of the applicant. Further, the record of enquiry proceeding goes to reveals that defence representative on behalf of the charge sheeted employee has also submitted his written brief on conclusion of the hearing of the enquiry and she never complained of non-service of documents on which the Respondent has relied upon in support of the charge. Therefore, in view of fore gone discussion the plea of the Petitioner that she was not accorded fair opportunity of hearing during enquiry proceeding is not tenable.

15. Further, it is contended on behalf of the Petitioner that the charges were framed against the Petitioner with the allegation that on 7.3.2001 she had presented a forged Savings Bank withdrawal dated 7.3.2001 for Rs. 30,000/- without passbook pertaining to SB account No.12/2256 of Smt. Y.Nirmala Devi a customer and obtained the payment herself and misappropriated the same unauthorizedly by keeping amount of Rs.30,000/- for the period of 5 months 10 days without any justification and explanation. Further, when customer/Account holder Smt. Y. Nirmala Devi made a complaint to the Branch Manager of Nunna branch, CSE has made good the amount on 17.8.2001. Petitioner contended that none of the ingredients of i.e., forged withdrawal, unauthorisedly keeping money with her has been proved in the absence of evidence either through oral or through documentary. Therefore, the claim of the respondent that charge stands proved against CSE is arbitrary and frivolous.

16. In this context, perused the record. It is undisputed that there was withdrawal of the amount of Rs.30,000/- from the account No.12/ 2566 of Smt. Y. Nirmala Devi on 7.3.2001 by the Petitioner and same amount was handed over to the Branch Manager by the Petitioner /CSE on 17.8.2001 after a period of 5 months 10 days. The fact of withdrawal of Rs.30,000/- by the Petitioner /CSE from the SB Account of Smt. Nirmala Devi on 7.3.2001 and keeping the said amount by CSE until 17.8.2001 with her and got it returned to Branch Manager on 17.8.2001 after a long period of 5 months 10 days is clearly established by oral and documentary evidence on record. However, during the Departmental enquiry proceeding, when Enquiry Officer asked charge sheeted employee whether she wants to submit anything in the matter. In reply CSE stated that as quoted below verbatim:-

*"I have been appointed in the bank through compassionate appointment. I have three children out of which one boy and girl are not settled yet. I have the responsibility to look after them. I have not done any mistake knowingly. Please forgive me with a big heart if I have done any mistake unknowingly. Please give back my job to me. I promise that I will not make any mistake further, will work to the satisfaction of the higher authorities and will not bring any defame to the bank. I have no other assets other than this job. My children and I will become orphans without this job. So I request you to please forgive me as this is my first mistake and please give back my job to me. I have been cheated in many ways in my life. I am totally dependent on this job. Myself and my family members will become orphans without the job. Please forgive me with mercy."*

Thus, from the aforesaid statement of CSE it is clearly established that on 7.3.2001 Petitioner/CSE has withdrawn the amount of Rs.30,000/- from the bank account of one customer Smt. Y. Nirmala Devi unauthorizedly by means of forged withdrawal and kept the said amount with her for a period of 5 months 10 days. Thus, Petitioner had admitted her mistake that is further corroborated by oral and documentary evidence on record. Thus, Petitioner has committed misconduct of misappropriation of money and rightly held guilty of charges. Further, it is established that Smt.Y. Nirmaladevi made a complaint to the Branch Manager of Nunna branch, of short of fund in her SB Account on 17.8.2001 and thereafter CSE made good the said amount on 17.8.2001 to the Branch Manager, State Bank of India, Nunna. Further, CSE has also written an application to Branch Manager with request to handover the said amount to Smt. Y. Nirmala Devi. Thus, there is ample evidence on record in support of the charges levelled against the CSE /Petitioner. The plea of Petitioner that ingredients of the charge framed against her is not supported by any evidence is not acceptable.

17. Petitioner strenuously argued that the complainant herein Smt. Y. Nirmala Devi has already withdrawn her complaint vide PEx. 8 moved against the CSE/Petitioner and therefore in these circumstances, the charges of unauthorised withdrawal of the amount of Rs. 30,000/- from the account of Smt. Y.Nirmala Devi the complainant and retaining the amount with her for 5 months 10 days is not proved.

18. Perused the record of enquiry proceeding. During enquiry, Petitioner's defence representative has cross examined PW2 and witness has stated about contents of PEx.8 reproduced as under:-

"It is a letter addressed to the Branch Manager, SBI, Name dt. 17/08/01 by Y Nirmala Devi W/O R Prasada Rao. Ashok Nagar Patamata, Vijayawada. The contents are that she is having SB A/C 12/2556 in our branch. On 07/03/2001 she came to the bank to withdraw an amount of Rs. 30,000/- but she forgot to bring the passbook. Hence, she requested Smt K Saraswathi, staff of Nunna branch to help her in drawing the amount since she needed the funds urgent, and she could not bring the passbook within the banking hours as she was staying at a long distance. On reverse of the voucher, Smt Saraswati witnessed her signature and asked her to wait or one will handover the cash at her residence. Today when she complained to the bank on 16/08/01 the amount was returned to her account by Smt K Saraswati. As such complaint may kindly be treated as withdrawn."

Thus, it is established that account holder Smt. Nirmala Devi has moved complaint dated 16.8.2011 for short of fund of Rs.30,000/- in her account against Petitioner Smt. Saraswathi Devi and later on she has withdrawn it. But the fact remains established that Petitioner has withdrawn the amount of Rs.30,000/- from the account of the complainant Smt. Y. Nirmala Devi on 7.3.2001 unauthorizedly and she kept it with her for a period of 5 months and 10 days returned the same on 17.8.2001. The Petitioner being posted on the post of Senior Assistant while in the employment of bank has to maintain integrity and devotion to duty and she is not authorised to withdraw the amount from the customer's account unauthorizedly and to retain it with her for 5 months 10 days without any justification. The duty enjoins upon the Petitioner was either to return the amount to the customer or to inform the Branch Manager on the same day to get it deposited into the sundry account of the bank. But the conduct of the Petitioner by retaining the amount of Rs.30,000/- with her after withdrawing from the account of the complainant for 5 months 10 days cannot be said to be justified in any manner whatsoever may be. As regards the act of misconduct committed by an employee I would like to make a reference of decisions of Hon'ble Supreme Court as extracted below:-

The "Misconduct" has been explained by Hon'ble Supreme Court in the case **M.M. Malhotra vs. Union of India others, wherein the Hon'ble Apex Court held in paragraphs 17 to 21 on Misconduct' which are being reproduced as under:**

"17. The range of activities which may amount to acts which are inconsistent with the interest of public service and not befitting the status, position and dignity of a public servant are so varied that it would be impossible for the employer to exhaustively enumerate such acts and treat the categories of misconduct as closed. It has, therefore, to be noted that the word "misconduct" is not capable of precise definition. But at the same time though incapable of precise definition, the word "misconduct" on reflection receives its connotation from the context, the delinquency in performance and its effect on the discipline and the nature of the duty. The act complained of must bear a forbidden quality or character and its ambit has to be construed with reference to the subject-matter and the context wherein the term occurs, having regard to the scope of the statute and the public purpose it seeks to serve.

18. In *Union of India and Ors. v. Harjeet Singh Sandhu*, (2001) 5 SCC 593, in the background of Rule 14 of the Army Rules, it was held that any wrongful act or any act of delinquency which may or may not involve moral turpitude would be "misconduct" under Rule 14.

19. In *Baldev Singh Gandhi v. State of Punjab and Ors.*, 2002] 3 SCC 667, it was held that the expression "misconduct" means unlawful behaviour, misfeasance, wrong conduct, misdemeanour etc.

20. Similarly, in *State of Punjab and Ors. v. Ram Singh Ex. Constable*, AIR (1992) SC 2188, it was held that the term "misconduct" may involve moral turpitude. It must be improper or wrong behaviour, unlawful behaviour, wilful in character, forbidden act, a transgression of established and definite rule of action or code of conduct but not mere error of judgment, carelessness or negligence in performance of the duty; the act complained of bears forbidden quality or character.

21. "Misconduct" as stated in *Batt's Law of Master and Servant* (4th Edition) (at page 63) is "comprised positive acts and not mere neglects or failures," The definition of the word as given in *Ballentine's Law Dictionary* (148th Edition) is "A transgression of some established and definite rule of action, where no discretion is left except what necessity may demand, it is a violation of definite Law, a forbidden act. It differs from carelessness.

**Further, in the case *Inspector Premchand vs. Government of NCT of Delhi and others*, Hon'ble Apex Court considered the term "misconduct" and held as under in paragraphs 10 and 11:**

"10. In *State of Punjab and Ors. vs. Ram Singh Ex. Constable*, it was stated:

"Misconduct has been defined in *Black's Law Dictionary*, Sixth Edition at page 999, thus:

'A transgression of some established and definite rule of action, a forbidden act, a dereliction from duty, unlawful behaviour, willful in character, improper or wrong behaviour, its synonyms are misdemeanour, misdeed, misbehavior, delinquency, impropriety, mismanagement, offense, but not negligence or carelessness.' Misconduct in office has been defined as:

*"Any unlawful behaviour by a public officer in relation to the duties of his office, willful in character. Term embraces acts which the officer holder had no right to perform, acts performed improperly, and failure to act in the face of affirmative duty to act."*

11. In *P. Ramanatha Aiyar's Law Lexicon*, 3rd edition, at page 3027, the term 'misconduct' has been defined as under:

*"The term 'misconduct' implies, a wrongful intention, and not a mere error of judgment.*

*Misconduct is not necessarily the same thing as conduct involving moral turpitude.*

*The word 'misconduct is a relative term, and has to be construed with reference to the subject matter and the context wherein the term occurs, having regard to the scope of the Act or statute which is being construed. Misconduct literally means wrong conduct or improper conduct."*

From the aforesaid law laid down by Hon'ble Supreme Court it is evident that misconduct generally it means unlawful behaviour, wrong conduct, misdemeanor etc. The word misconduct has to be construed with the reference to the subject matter and the context where the term occurs. It is failure to act in the face of an affirmative duty to act and is not mere negligence or failure or an error of judgement. Thus, in the instant matter, the conduct of CSE Petitioner of misappropriation of money of Rs.30000/- after withdrawal of it from the account of customer by forged withdrawal for a considerable period of 5 months 10 days and in furtherance of that misconduct Petitioner also made a forged entry in order to correct monthly balance in the account of customer as well as in ledger entries goes to show the malafide act committed under definition of 'Misconduct'.

19. As regards appreciation of evidence in the departmental proceeding, relevant decisions of Hon'ble Supreme Court are being discussed below:-

In the case of **State of Haryana versus Rattan Singh 1977 ACC page 491** while dealing with the standard of proof/Evidence applicable in domestic enquiry Hon'ble Supreme Court have held:-

*4. It is well settled that in a domestic enquiry the strict and sophisticated rules of evidence under the [Indian Evidence Act](#) may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. It is true that departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the [Indian Evidence Act](#). For this proposition it is not necessary to cite decisions nor text books, although we have been taken through case law and other authorities by counsel on both sides. The essence of a judicial approach is objectivity, exclusion of extraneous materials or considerations and observance of rules of natural justice. Of course, fairplay is the basis and if perversity or arbitrariness, bias or surrender of independence of judgment vitiate the conclusions reached, such finding, even though of a domestic tribunal, cannot be held good. However, the courts below mis-directed themselves, perhaps, in insisting that passengers who had come in and gone out should be chased and brought before the tribunal before a valid finding could be recorded. The 'residuum' rule to which counsel for the respondent referred, based upon certain passages from American jurisprudence does not go to that extent nor does the passage from Halsbury insist on such rigid requirement. The simple point is, was there some evidence or was there no evidence not in the sense of the technical rules governing regular court proceedings but in a fair common-sense way as men of understanding and worldly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record. We find, in this case, that the evidence of Chamanlal, Inspector of the flying squad, is some evidence which has relevance to the charge leveled against the respondent. Therefore, we are unable to hold that the order is invalid on that ground.*

**In the case of State of Rajasthan & Ors. Vs. Heem Singh, civil Appeal No.3340/2020, dated 29.10.2021, Hon'ble Apex Court have held:**

*Disciplinary enquiries have to abide by the rules of natural justice. But they are not governed by strict rules of evidence which apply to judicial proceedings. The standard of proof is hence not the strict standard which governs a criminal trial, of proof beyond reasonable doubt, but a civil standard governed by a preponderance of probabilities. Within the rule of preponderance, there are varying approaches based on context and subject. The first end of the spectrum is founded on deference and autonomy -deference to the position of the disciplinary authority as a fact finding authority and autonomy of the employer in maintaining discipline and efficiency of the service. At the other end of the spectrum is the principle that the court has the jurisdiction to interfere when the findings in the enquiry are based on no evidence or when they suffer from perversity.*

*To determine whether the finding in a disciplinary enquiry is based on some evidence an initial or threshold level of scrutiny is undertaken. That is to satisfy the conscience of the court that there is some evidence to support the charge of misconduct and to guard against perversity. But this does not allow the court to re-appreciate evidentiary findings*



*in a disciplinary enquiry or to substitute a view which appears to the judge to be more appropriate. To do so would offend the first principle which has been outlined above. The ultimate guide is the exercise of robust common sense without which the judges' craft is in vain."*

**In Moni Shankar v. Union of India and Anr. [(2008) 3 SCC 484], this Court held:**

*"17. The departmental proceeding is a quasi judicial one. Although the provisions of the [Evidence Act](#) are not applicable in the said proceeding, principles of natural justice are required to be complied with. The Court exercising power of judicial review are entitled to consider as to whether while inferring commission of misconduct on the part of a delinquent officer relevant piece of evidence has been taken into consideration and irrelevant facts have been excluded therefrom. Inference on facts must be based on evidence which meet the requirements of legal principles. The Tribunal was, thus, entitled to arrive at its own conclusion on the premise that the evidence adduced by the department, even if it is taken on its face value to be correct in its entirety, meet the requirements of burden of proof, namely -*

*preponderance of probability. If on such evidences, the test of the doctrine of proportionality has not been satisfied, the Tribunal was within its domain to interfere. We must place on record that the doctrine of unreasonableness is giving way to the doctrine of proportionality."*

Thus, in view of the principle laid down by the Hon'ble Apex Court in the above stated cases, in the instant matter there is ample documentary and oral evidence against the CSE to prove the charges against her that on 7.3.2001 she has withdrawn the amount of Rs.30,000/- unauthorizedly with forged withdrawal form from the SB account of one customer Smt. Y. Nirmala Devi and misappropriated the same till she made complaint on 16.8.2001 and CSE made good that amount to the Branch Manager after a period of 5 months 10 days. It is settled law that even the misappropriation of property of others for a short period, amounts to misconduct for which the delinquent is liable for disciplinary action. In the instant matter it is not a case of no evidence and there is ample documentary and oral evidence against delinquent on record. Hence, the plea of workman that dismissal order suffer from perversity is not tenable.

20. Therefore, on the basis of oral and documentary evidence as well as the admission of the CSE/Petitioner during the enquiry that she had unauthorizedly withdrawn an amount of Rs.30,000/- from the bank account of Smt. Y. Nirmala Devi and retained it for 5 months 10 days unauthorizedly in violation of rules/regulations of Bank, thereby Petitioner has committed gross misconduct hence she has been awarded the penalty of dismissal from service. As the charges has been proved against the delinquent employee in the enquiry, no employer would suffer or allow or tolerate such behaviour of his employee and it has every right to initiate domestic enquiry against such employee for gross misconduct. Thus, the charges being serious in nature therefore the order of dismissal passed against the Petitioner cannot be faulted with nor it can be said in any way disproportionate to the gravity of the charges. In other words, punishment of dismissal is proportionate with the gravity of the charges and deserves to be upheld.

21. Further, workman has taken the plea that there has been no loss to bank or to complainant except for some inconvenience of one day for which she has explained the reason. It is settled law that in the matter of disciplinary proceeding, question of loss is immaterial. In such matters, it is to be seen whether the conduct of delinquent employee was in contravention of rules/regulations, practice of employment, that amounts to misconduct and same attracts the disciplinary proceeding against employee. Hence, the facts remain that Petitioner has misappropriated the amount of customer of Rs.30000/- after withdrawing it from account by forged withdrawal and retained it for a considerable period of 5 months 10 days. The question of misconduct of delinquent employee has to be considered here, question of loss to any party is immaterial for disciplinary proceedings against employee.

22. As regards the jurisdiction of Tribunal to interfere in the decision of the disciplinary authority, regarding quantum of punishment is concerned, Hon'ble Supreme Court have held that Courts will not act as an Appellate Court and reassess the evidence held in domestic enquiry nor interfere with the punishment.

In this context, reference of decision of Hon'ble Supreme Court in the case of **State of Bikaner & Jaipur Vs. Nemi Chand Nalwaya in Civil Appeal No.5861/2007 AIR 2011 SC 1931 dated 1.3.2001** is relevant wherein the **Hon'ble Apex Court** have held:-

*"6. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic Enquiry, nor interfere on the ground that another view is possible on the material on record. If the Enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. Courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations."*

Further, in **Vishwamohan Vs. Union of India, (1998) 4 SCC 310, Hon'ble Supreme Court have held:-**

*"trust is the corner stone of Banking business, absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee. If it is not observed, the confidence of the public/ depositors would be impaired".*

**In Tarachand Viyas Vs. Chairman, Disciplinary Authority reported in (1997) 4 SCC 565, where in the Hon'ble Apex Court have held:-**

*"that the Bank employees are required to exercise higher degrees of honesty and integrity. They deal with the money of depositors and customers. As such they are required to take all possible steps to protect the interest of the Bank and to discharge their duties with utmost integrity, honesty and devotion and to do nothing which is unbecoming of a Bank employee/Officer. it is no defence to say that there is no loss or profit resulted in the case. It is pertinent to state that owing to fraudulent acts of the petitioner, the bank is put to reputation loss and loss of public money and there are no extenuating circumstances warranting for extending sympathy to consider for any leniency in the matter".*

Thus, in view of the above the plea of the Petitioner that the respondent management has imposed disproportionate punishment which is shockingly disproportionate to one's conscious is not tenable. In the instant matter, the Departmental Enquiry has been conducted against the charge sheeted employee fairly and properly and findings are based on relevant evidence. The question of adequacy of evidence and the reliable nature of evidence will not be ground for interfering with the finding in Departmental Enquiries. Therefore, plea of the Petitioner in view of the above is not tenable. As regards nature of gravity of the misconduct committed by Petitioner is concerned, in this context I would like to make reference of few decisions of the Hon'ble Supreme Court, which are discussed as under:-

**In the case of Chairman and Managing Director, United Commercial Bank vs. PC Kakkar AIR 2003 SC page 3571, Hon'ble Supreme Court of India have held,**

*"Bank officer is required to exercise higher standards of honesty and integrity -Defence that there was no loss of profit resulting – not available when delinquent employee acted without authority- High Court setting aside as shockingly disproportionate without indicating reasons – Amounts to denial of justice- fact that co-delinquent is given lesser punishment – can also be no ground for interference."*

**In JP Jain Vs. Management of State Bank of India 1982 AIR page 673,**

*" the facts of the case are that the Appellant was working as cashier in the Meerut State branch of State Bank of India, the complainant, came to bank to receive his pass book. On receipt of pass book account holder complained that he had withdrawn only Rs.500/- but there is entry of Rs.1500/- as shown in the passbook. The complainant reported matter to the Supervisor R K Gupta, and necessary documents pertaining to such withdrawal were examined and it was found that the complainant has given a letter of authority to the Appellant workman and authorizing to withdraw the amount Rs.500/-from his account. The said authority letter was for withdrawal of Rs.500/-, but, workman acting as cashier manipulated figure in the letter from Rs.500/- to Rs.1500/- and withdrawn the amount retained Rs.1000/- with him.*

*In that case enquiry was held and the casual Appellant was dismissed from the job. In the case the alleged misconduct of the Appellant to produce forged documents and withdrew Rs.1500/- instead Rs.500/- and Rs.1000/- in excess of the amount which he was not authorized misappropriated it. In that case Appellant had submitted his confession letter and on the basis of the confession letter and substantial evidence he was terminated from the service and the Hon'ble Apex Court upheld the termination of the Appellant."*

(vii). **In the case of Darshan Singh Vs. Canara Bank CWP No.10458/ 2003 D.O.D. 6.4.2017 High Court held:**

*"the Court has rightly observed that oral evidence contrary to documentary evidence and entries has not to be believed this was the case defendant for proof of misconduct on documentary evidence and entries in the Saving Bank Account pass book and ledger folios etc.. The workman admitted that these entries made by him saying that it was made under bonafide mistake. Such act have serious propensities which when made public a bank might loss its reputation and confidence in investing public, not continue employment. It was the case of misappropriation. Even if it is classified as temporary misappropriation or temporary embezzlement both are bad of law. Workman therefore, cannot be absolved simply, by saying that entries were some bonafide mistake. In the opinion of Labour Court no lenience can be shown to the workman. Once the misconduct is proved in the enquiry conducted by employer, punishment imposed cannot be interfered with by the Tribunal except in cases where the punishment is so harsh as to suggest victimization."*

Further, in the case of **Karnataka Bank Ltd., Vs. A.L. Mohan Rao, Civil Appeal No.1733 of 2004, date of decision 26.10.2005 Hon'ble Supreme Court** has upheld punishment of dismissal of bank employee of gross misconduct of similar nature as in the instant matter.

23. The facts of the case are that, Respondent was working as an attendar at the Kudregundi branch of appellant bank and he was charge sheeted for gross misconduct in as much as he has colluded with one of the Branch Managers and enabled grant of a fictitious loan in the name of one Sri Ramakrishna, the real beneficiary being a person named B. Raghava. During enquiry, the Respondent admitted that he prepared the loan agreement. He admitted that he had made the relevant entries in the Ledger and credit and debit slips and also prepared DP note and the other documents required for the purpose of loan. It was admitted that he had prepared these documents knowing that he had no authority to make any entries in the books/ledgers. In that case Hon'ble Supreme Court have held:-

*“6. In our view, a gross misconduct of this nature does merit termination. We fail to see what other type of misconduct would merit termination. It is not for the courts to interfere in cases of gross misconduct of this nature with the decision of the disciplinary authority so long as the inquiry has been fair and proper and misconduct proved. In such matters, it is for the disciplinary authority to decide what is the fit punishment. In any case on such a misconduct, it could never have been said that termination of service is not the appropriate punishment.”*

Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court, as discussed in preceding paragraphs, the punishment of dismissal imposed upon the Petitioner for committing gross misconduct of misappropriation of amount of customers by withdrawing from SB account unauthorizedly, is proportionate with the gravity of the charges and it deserves to be upheld. Petition is devoid of merit and liable to be dismissed.

Thus, Point No.II is decided accordingly.

24. **Point No.III:** In view of the finding given at Points No. I & II, the Petitioner is not entitled to get any relief and this petition is found to be baseless, hence, liable to be dismissed the action of Respondent Bank Management in dismissing the service of CSE is held justified.

Therefore, Point No.III is decided accordingly.

#### AWARD

The action of the management of State Bank of India, Vijayawada in dismissing the services of Smt. K. Saraswathi, Ex-Clerk is held legal and justified. The workman is not entitled to any relief as prayed for. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 25<sup>th</sup> day of February, 2025.

IRFAN QAMAR, Presiding Officer

#### Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

#### Documents marked for the Petitioner

NIL

#### Documents marked for the Respondent

NIL

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री उपेंद्र मदनलाल पटले के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.- 04/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-28]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

**S.O. 552.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 04/2020-21**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Upendra Madanlal Patle** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. Z-16025/04/2025-IR(M)-28]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/Appln/04/2020-21

Date: 11.03.2025.

**Party No.1:**

Upendra Madanlal Patle  
Aged about 34 years,  
Occupation : Nil,  
R/o. Rajegaon, Post Rajegaon,  
Tah. and District – Gondia.

V/s.

**Party No.2:**

- 1) The Life Insurance Corporation of India, through the Senior Divisional Manager, Divisional Office, Nagpur, National Insurance Building, S.V. Patel Marg, Nagpur, Tah. & District- Nagpur.
- 2) The Branch Manager, Life Insurance Corporation of India, Ganesh Nagar, Gondia, Tah. and District-Gondia.

**AWARD**

(Dated: 11<sup>th</sup> March, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 (“the Act” in short), the applicant filed an industrial dispute between the employers, in relation to the management of Life Insurance Corporation of India and the applicant, Shri. Upendra M. Patle for adjudication, vide case no. CGIT/NGP/Appln/04/2020-2021, with the following issues framed:-

**“Whether the termination of the applicant vide order dated 19/01/2019 is legal, fair and justified?”**

2. Case called out. Learned Counsel for the respondent Mr. Ghagarkar is present before the Court but none is present on behalf of the applicant. Applicant is not responding and attending the Court since 24/03/2023. Today the case is fixed for adducing evidence from the side of applicant and hearing on the application for dismissal of the case filed by the respondent dated 23/01/2025. Heard, Learned Counsel for the respondent on dismissal application but none is present on behalf of the applicant to protest against this application. Although applicant as well as respondent have filed their statement of claim and written statement respectively but applicant has not filed any evidence to prove the contents of the claim. Applicant is not appearing before the Court since long back. It appears that he does not want to contest the case further more. Claim of the applicant is not proved. So, it is closed.

Hence it is ordered.

**ORDER**

**The termination of the applicant vide order dated 19/01/2019 is legal, fair and justified. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 553.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडो बर्मा पेट्रोल कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री हर गोविन्द सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स नं.- 23/2001) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल - 30012/10/2001-आई आर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 1st April, 2025

S.O. 553.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 23/2001**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indo Burma Petrol Company Limited** and **Shri Har Govind Singh** which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-30012/10/2001-IR(M)]

DILIP KUMAR, Under Secy.

## ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/23/2001

Date: 11.03.2025.

**Party No.1:** Indo Burma Petrol Co. Ltd.  
265-A, Bajaj nagar,  
Nagpur.

V/s.

**Party No.2:** Sh. Har Govind Singh  
C/o Sh.R.R.Naidu,Jt. Secy, Hammer Workers Union, Sath  
Niwas, West Park Rd. Maurka Gali, Dhantoli  
Nagpur.

## AWARD

(Dated: 11th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Dy. General Manager, IBP Company Ltd., Nagpur and their workman Shri Har Govind Singh, for adjudication, as per letter **No. L-30012/10/2001 (IR(M)) dated 15.05.2001**, with the following schedule:-

**"Whether the action of the management of Dy. General Manager, IBP Company Ltd. Nagpur in terminating the services of Shri Har Govind Singh, Ex-courierman w.e.f. 15.10.1999 was legal, proper & justified? If not, what relief the said workman is entitled to and from what date?"**

2. Case called out. Both the parties are absent. Both parties are not responding and attending the Court since 03/03/2023. Although, petitioner and respondent have filed statement of claim and written statement respectively. Petitioner has also filed affidavit as his evidence but petitioner has not come before the Court to prove the contents of the affidavit as well as contents of the statement of claim. Previously, on 23/05/2002, case was decided by my predecessors. At that time no evidence was produced by the workman in support of the claim. Later on, this order was set aside and case has been restored but on same footing, petitioner is not attending the Court since long back and no

other evidence has been adduced by him to prove his claim. It appears that petitioner is not interested to contest the case further more. Case of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

### ORDER

**The action of the management of Dy. General Manager, IBP Company Ltd. Nagpur in terminating the services of Shri Har Govind Singh, Ex-courierman w.e.f. 15.10.1999 was legal, proper & justified. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 554.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (40/2018-19) प्रकाशित करती है।

[सं. एल - 41012/25/2018-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 554.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 40/2018-19) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen.

[No. L-41012/25/2018-IR(B-I)]

SALONI, Dy. Director

### ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/40/2018-19

Date: 27.02.2025.

**Party No.1:** The Divisional Railway Manager (P),  
Central Railway, Nagpur division,  
Kingsway, Station Road,  
Nagpur – 440001.

V/s.

**Party No.2:** (a) Shri Walmik anandrao,  
C/o Plaza Tailors, S.T. Depot Road,  
Ramnagar, Wardha (M.S.) – 442001.  
(b) The Joint Divisional Secretary,  
Rail Kamgar Sena, Nagpur Divisional Office,  
Office No. 4, Basement, 'C' Wing,  
Rai Ashiyan Housing Society,  
Motibag, Nr. Kadbi Chowk,  
Nagpur – 440004.

**AWARD**(Dated: 27<sup>th</sup> February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Central Railway and their workman, Shri Walmik Anandrao Mankar through The Joint Divisional Secretary, Rail Kamgar Sena for adjudication, as per letter No. L-41012/25/2018-IR(B-I) dated 31.10.2018, with the following schedule:-

**"Whether the action of the management of Central Railway, Nagpur through its Divisional Railway Manager in deducting illegal recovery of Rs. 4,915/- per month from the salary of Shri Walmik Anandrao Mankar w.e.f. 18.08.2015 and not returning the amount allegedly deducted is just, fair and legal? If not, to what relief the workman is entitled to?"**

2. Case is called out. Both the parties are absent. Both the parties are not attending and responding since 13.06.2019. Petitioner has not filed Statement of claim till date. Similarly, Respondent has not filed Written Statement till date. No other evidence has been filed by the petitioner to prove his claim. Petitioner is not attending and responding since long back. It appears that, he is not interested to contest the case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of the management of Central Railway, Nagpur through its Divisional Railway Manager in deducting illegal recovery of Rs. 4,915/- per month from the salary of Shri Walmik Anandrao Mankar w.e.f. 18.08.2015 and not returning the amount allegedly deducted is just, fair and legal. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 555.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विदर्भ क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (03/2010-11) प्रकाशित करती है।

[सं. एल - 12012/86/2009- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 555.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2010-11) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Vidarbha Kshetriya Gramin Bank and their workmen.

[No. L-12012/86/2009- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

**CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/03/2010-11

Date: 20.02.2025.

**Party No.1:**

The Chairman,  
Vidarbha Kshetriya Gramin Bank, Swanand,  
Oke Marg, Jatharpeth,  
Dist- Akola (MS).

V/s.

**Party No.2:**

Shri Punjaram W. Wankhede,  
R/o Belkhed, Post Belkhed,  
Tah: Umarkhed,  
Distt- Yawatmal (MS).

**AWARD**(Dated: 20<sup>th</sup> February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Vidarbha Kshetriya Gramin Bank Umarkhed Branch and their workman, Shri. Punjaram Waghun Wankhede for adjudication, as per letter No. L-12012/86/2009 (IR(B-I)) dated 13.05.2010, with the following schedule:-

**"Whether the action of the management of Vidarbha Kshetriya Gramin Bank Umarkhed Branch in terminating the services of Shri Punjaram Waghun Wankhede w.e.f. 24.03.2009 is legal and justified? If not, what relief the workman concerned is entitled to?"**

2. Case called out. Learned Counsel for the respondent Shri. N.W. Almelkar is accidentally present today before the Court. Otherwise both the parties are not responding and attending the Court since 24.02.2015 i.e. near about ten years. Although, petitioner as well as respondent have filed their respective statement of claim and written statement. Petitioner has also filed affidavit as evidence and some documents have been filed by the petitioner but petitioner has not come before the Court to prove these documents as well as contents of the affidavit and statement of claim. Petitioner is not attending and responding the Court since long back. Meaning thereby, he is not interested to contest the case. Evidence available on record is not sufficient to prove the claim of petitioner. Claim of petitioner is not proved. so it is closed.

Hence, it is ordered:

**ORDER**

**The action of the management of Vidarbha Kshetriya Gramin Bank Umarkhed Branch in terminating the services of Shri Punjaram Waghun Wankhede w.e.f. 24.03.2009 is legal and justified. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 556.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (25/2007) प्रकाशित करती है।

[सं. एल - 42011/115/2006- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 556.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of CPWD their workmen.

[No. L-42011/115/2006- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

**CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/25/2007

Date: 07.03.2025.

**Party No.1:**

The Executive Engineer,

CPWD,

Nasik Central Division, Govt. Security Printing

Press Area,



V/s.

**Party No.2:**

Shri Balaji S. Jadhav,  
 Krushna Nagar, Mudhked,  
 Teh. Mudhked – 431806  
 Nanded.

**AWARD**(Dated: 07<sup>th</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of CPWD and their workman Shri. Balaji Shankarrao Jadhav for adjudication, as per letter **No. L-42011/115/2006 (IR(DU)) dated 03.05.2007**, with the following schedule:-

**"Whether there is employer-employee relationship between the management of CPWD and the claimant Shri Balaji Shankarrao Jadhav? If yes, whether the action of the management in terminating his services w.e.f. July, 2005 is legal and justified? If not, to what relief the workman is entitled to?"**

2. Case called out. Both the parties are absent. Both the parties are not responding and attending the Court since 23/10/2015. Although, petitioner and respondent have filed their respective statement of claim and written statement. Petitioner has filed his affidavit as evidence but petitioner has not come before the Court to prove the contents of the affidavit as well as the contents of the statement of claim. No other evidence has been adduced by the petitioner till date. Petitioner is not coming to the Court since long back. It appears that he does not want to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of the management in terminating his services w.e.f. July, 2005 is legal and justified. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2025

**का.आ. 557.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (आई टी केस नं 03/1994 सी आई एस नं 54/2014 ) प्रकाशित करती है।

[सं. एल - 12012/96/93- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 1st April, 2025

**S.O. 557.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. IT Case No. 3/1994, CIS No. 54/2014) of the *Indus. Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kshetriya Gramin Bank and their workmen.

[No. L-12012/96/93- IR(B-I)]

SALONI, Dy. Director

**अनुलग्नक****समक्ष केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर, राजस्थान**

**Presiding Officer** : Rekha Bhargava, RJS (DJ Cadre)  
**Central IT Case No.** : 3/1994  
**CIS No.** : 54/2014

**रैफरेंस** : भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश कमांक  
 एल-12012/96/93- आई.आर.(बी-1) दिनांक 19.07.1993

—

श्री रास विहारी शर्मा पुत्र श्री विट्ठलदास शास्त्री, सर्वोत्तम औषधालय, बजरिया, सवाई माधोपुर द्वारा भटनागर भवन, आदर्श नगर-ए, सवाई माधोपुर।

— प्रार्थी

**बनाम**

अध्यक्ष, बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक, सवाई माधोपुर  
 (अरावली क्षेत्रीय ग्रामीण बैंक का बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक में विलय हो जाने के कारण )

— अप्रार्थी

**उपस्थित**

प्रार्थी की ओर से : श्री आर0सी0 जैन  
 अप्रार्थी की ओर से : श्री रूपिन काला

**दिनांक : 13.12.2024**

**अधिनिर्णय**

भारत सरकार के श्रम मंत्रालय की उपरोक्त आज्ञा कमांक से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को प्राप्त हुआ है।

**"Whether the action of the management of Aravali Kshetriya Gramin Bank, Sawai Madhopur in terminating the services of shri Ras Bihari Sharma, Clerk-Cum-Cashier w.e.f. 21-5-90 is legal and justified? If not, to what relief the workman is entitled to and from which date?"**

प्रार्थी श्रमिक की ओर से स्टेटमेंट ऑफ क्लेम पेश कर अभिकथन किया है कि उसकी नियुक्ति अप्रार्थी बैंक में 20.6.83 को क्लर्क-कम-कैशियर के पद पर हुई थी। अप्रार्थी ने दिनांक 21.5.90 के आदेश द्वारा प्रार्थी को अनुचित व अवैध तरीके से सेवामुक्त कर दिया। प्रार्थी का कथन है कि वह 11.2.89 को अपनी अस्वस्थता के कारण प्रार्थना पत्र देकर सवाईमाधोपुर आ गया था और लगातार अस्वस्थ रहने के कारण ड्यूटी पर उपस्थित नहीं हो सका, जिसके लिये उसने समय-समय पर अवकाश प्रार्थना पत्र प्रस्तुत किये किन्तु उसका अवकाश स्वीकृत नहीं किया गया। दिनांक 11.6.91 को प्रार्थी को रजिस्टर्ड डाक से उसका सेवामुक्ति आदेश दिनांक 21.5.90 प्राप्त हुआ। उक्त आदेश से पूर्व उसे कथित आरोप पत्र दिनांक 17.10.90 प्राप्त नहीं हुआ क्योंकि उसने दिनांक 15.2.89 को अपना आवास बदल लिया था जिसकी सूचना समय पर बैंक को दे दी थी किन्तु जानबूझकर बैंक द्वारा पुराने पते पर पत्र व्यवहार किया गया। चूंकि प्रार्थी वहां रहता ही नहीं था इसलिये पत्र लेने से मना करने का प्रश्न ही पैदा नहीं होता। इस प्रकार उसे कभी भी आरोप पत्र की तामील नहीं हुई और प्रशासन ने अखबार में इस बाबत कोई सूचना भी प्रकाशित नहीं की और एकतरफा जांच कार्यवाही कर उसे सेवामुक्त कर दिया। सेवामुक्ति से पूर्व प्रार्थी को व्यक्तिगत सुनवाई का अवसर नहीं दिया। प्रार्थी को यूनियन का पदाधिकारी होने के कारण शोषित किये जाने के उद्देश्य

से सेवामुक्त किया गया है। पदाधिकारी बनने के बाद उसका 10 बार स्थानांतरण भी इसी उद्देश्य से किया गया था। अंत में सेवामुक्ति आदेश को अपास्त कर पिछले वेतन सहित सेवा में बहाल किये जाने व सेवा की निरन्तरता के साथ सभी लाभ दिलाये जाने का अवार्ड पारित किये जाने का निवेदन किया है।

विपक्षी बैंक की ओर से स्टेटमेंट ऑफ क्लेम का जवाब पेश कर प्रार्थी की नियुक्ति व स्थानांतरण के तथ्य को स्वीकार करते हुये कथन किया है कि प्रार्थी निसूरा शाखा में दिनांक 20.1.89 से कार्यरत था और दिनांक 11.2.89 से बिना किसी सूचना के अनुपस्थित हो गया। प्रार्थी को बार-बार ड्यूटी पर उपस्थित होने बाबत रजिस्टर्ड डाक से नोटिस जारी किये गये। उसके बावजूद प्रार्थी उपस्थित नहीं हुआ और न ही कोई उत्तर भेजा। प्रार्थी को उसकी अनुपस्थिति के संबंध में बैंक के कर्मचारी वृन्द सेवा विनियम 1982 के नियम 22 के तहत अनुशासन भंग करने के कारण उसके विरुद्ध विभागीय जांच कराई गई। जांच के दौरान श्रमिक को रजिस्टर्ड डाक से नोटिस भेजे गये जो रिफ्यूज्ड की रिपोर्ट के साथ लौटे। जांच अधिकारी द्वारा श्रमिक के विरुद्ध आरोप सिद्ध पाये और अनुशासनिक अधिकारी ने आदेश दिनांक 21.5.90 के द्वारा कर्मचारी वृन्द सेवा विनियमों में प्रदत्त शक्तियों के तहत उसे सेवामुक्त कर दिया। प्रार्थी बिना सूचना व बिना अवकाश स्वीकृत कराये अपनी ड्यूटी से अनुपस्थित रहा है। प्रार्थी को उसके द्वारा भेजे पत्र दिनांक 24.2.88 के अनुसार बताये पते पर पत्र व्यवहार किया। उसके बाद उसने पता बदलने के संबंध में कोई सूचना बैंक को नहीं दी। बैंक द्वारा प्रेषित नोटिस रिफ्यूज्ड की रिपोर्ट के साथ लौट आये तो अखबार में साया करवाने की कोई आवश्यकता ही नहीं थी। बैंक द्वारा जांच प्रतिवेदन भेजे जाने के बाद भी निर्धारित अवधि में कोई अपील प्रस्तुत नहीं की। श्रमिक के स्थानांतरण का प्रश्न इस वाद से संबंधित नहीं है। अंत में सेवामुक्ति आदेश उचित एवं वैध होने से स्टेटमेंट ऑफ क्लेम खारिज किये जाने की प्रार्थना की गई।

प्रार्थी प्रतिनिधि द्वारा दिनांक 24.1.96 के प्रार्थना पत्र के जरिये जांच से संबंधित सूचना की रजिस्ट्री जिस स्थान पर भेजी गई, वहां पर प्रार्थी श्रमिक रहता ही नहीं था, इस बिन्दु को तय करने हेतु आदेश दिनांक 28.7.97 द्वारा साक्ष्य की अनुमति दी जाने पर प्रार्थी की ओर से स्वयं श्रमिक परीक्षित हुआ तथा विपक्षी बैंक की ओर से साक्ष्य में सर्वश्री कल्याण प्रसाद बंसल, नरसिंह लाल शर्मा परीक्षित हुये।

न्यायाधिकरण के आदेश दिनांक 07.05.2005 द्वारा उभय पक्षों की साक्ष्य के आधार प्रार्थी श्रमिक द्वारा डाक लेने से इंकार करना व आरोप पत्र की प्रोपर तामील मानी गई। आरोप पत्र की प्रोपर तामील से पूर्व ही जांच अधिकारी की नियुक्ति किये जाने, जांच अधिकार द्वारा विभागीय प्रतिनिधि का रोल अदा किये जाने, दस्तावेजों पर जांच अधिकारी ने बिना प्रमाणित किये विष्वास किये जाने, जांच रिपोर्ट की प्रति नहीं दिये जाने व सुनवाई का अवसर नहीं दिये जाने के आधार पर श्रमिक के विरुद्ध की गई घरेलू जांच कार्यवाही को अशुद्ध एवं अनुचित घोषित किया गया।

न्यायाधिकरण के आदेश दिनांक 27.07.2007 द्वारा अप्रार्थी अरावली क्षेत्रीय ग्रामीण बैंक का बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक में विलय हो जाने से बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक को पक्षकार बनाया गया।

अप्रार्थी बैंक द्वारा न्यायाधिकरण के आदेश दिनांक 7.5.2005 के विरुद्ध माननीय उच्च न्यायालय के समक्ष एस.बी. सिविल रिट पिटीसन संख्या 6568/2005 पेश की गई जिसमें माननीय उच्च न्यायालय द्वारा आदेश दिनांक 14.05.2007 द्वारा अप्रार्थी बैंक द्वारा प्रस्तुत रिट याचिका खारिज की गई। जिसके विरुद्ध अप्रार्थी बैंक द्वारा माननीय उच्च न्यायालय की खण्ड पीठ में डी.बी. स्पेशल अपील रिट संख्या 1010/2007 पेश की गई। जिसमें माननीय उच्च न्यायालय द्वारा अपने आदेश दिनांक 18.02.2008 द्वारा माननीय उच्च न्यायालय एकल पीठ के आदेश दिनांक 14.05.2007 की क्रियान्विति को अपील के निस्तारण तक स्थगित कर दिया गया। माननीय उच्च न्यायालय की खण्ड पीठ द्वारा आदेश दिनांक 11.10.2017 द्वारा अप्रार्थी बैंक द्वारा प्रस्तुत उक्त अपील खारिज की गई।

जांच कार्यवाही के अपुद्ध एवं अनुचित घोषित होने पर अप्रार्थी बैंक द्वारा आरोप न्यायालय में साबित करने हेतु साक्ष्य पेश करने की प्रार्थना पर न्यायालय द्वारा श्रमिक के विरुद्ध आरोप सिद्ध करने हेतु साक्ष्य पेश करने की अनुमति दी गई। श्रमिक के विरुद्ध आरोप सिद्ध करने हेतु अप्रार्थी बैंक की ओर से साक्ष्य में श्री गेंदा सिंह शेखावत परीक्षित हुये हैं, जिनसे प्रार्थी प्रतिनिधि द्वारा जिरह की गई।

प्रार्थी रासविहारी द्वारा अपनी साक्ष्य के मुख्य परीक्षण में कथन किया है कि उसकी प्रथम नियुक्ति बैंक में दिनांक 20.6.83 को हुई थी। दिनांक 17.10.89 को मिथ्या आरोप पत्र दिया गया। दिनांक 15.2.89 को अस्वस्थ होने के कारण ड्यूटी पर उपस्थित नहीं हो सकता था। अवकाश हेतु प्रार्थना पत्र व चिकित्सा प्रमाण अप्रार्थी संस्थान को भेजे गये। अवकाश प्रार्थना पत्र व यूपीसी की रसीद व चिकित्सा प्रमाण पत्र की प्रति प्रदर्श डवल्यू-2 लगायत 7 है। साथ ही अपने स्थानांतरण हेतु चिकित्सा प्रमाण पत्र सहित एक प्रार्थना पत्र दिया था जिसकी प्रति प्रदर्श डवल्यू-9, चिकित्सा प्रमाण पत्र प्रदर्श डवल्यू-10 व रजिस्टर्ड ए.डी. रसीद प्रदर्श डवल्यू-11 है। साथ ही कथन किया है कि वह कभी स्वेच्छा से अनुपस्थित नहीं रहा बल्कि अस्वस्थ होने के कारण उपस्थित नहीं हो सका। श्रमिक ने कथन किया है कि उसे सेवामुक्त किये जाने के लगभग 25 वर्ष तक बेरोजगार रहना तथा वर्ष 2014 में एक व्यापार प्रारम्भ करना जो भी लाभ नहीं होने के कारण बंद करना पड़ा, कथन किया है।

अप्रार्थी प्रतिनिधि द्वारा प्रार्थी श्रमिक से जिरह की गई। जिरह के दौरान कथन किया है कि प्रदर्श एम-1 मुझे कभी प्राप्त नहीं हुआ। मैं दिनांक 11.2.89 से अनुपस्थित चल रहा था, उसके बाद कहा है कि अवकाश प्रार्थना पत्र देने के बाद अनुपस्थित हुआ था, जो प्रदर्श डवल्यू-1 है, जिस पर किसी पावती के हस्ताक्षर नहीं है। यह प्रार्थना पत्र यूपीसी के माध्यम से भेजा था, जिसकी रसीद प्रदर्श डवल्यू-3 है। मेरे प्रार्थना पत्र अवकाश स्वीकृत करने का आदेश नहीं हुआ था। प्रदर्श एम-2 पर ए से बी मेरा पता नहीं है क्योंकि दिनांक 4.4.89 को मैं इस पते पर नहीं रहता था। मैं फरवरी 1989 के बाद निवास स्थान बदलने के संबंध में सूचना प्रबंधन को दी थी, जिसकी प्रति प्रदर्श डवल्यू-1 है। आरोप पत्र वर्ष 1991 में नये पते पर मिला था।

मैं कभी जांच अधिकारी के समक्ष उपस्थित नहीं हुआ। प्रदर्श एम-3/1, 5, 8 मुझे प्राप्त नहीं हुआ। प्रदर्श एम-19 मेरी नियुक्ति हेतु भरा गया प्रार्थना पत्र है। यह सही है कि प्रदर्श एम-20 में जो पता अंकित है वही पता मेरे प्रार्थना पत्र में अंकित है। प्रदर्श एम-21 पर जो पता लिखा है वही पता है। प्रदर्श एम-19 में जो ए से बी पता अंकित है, उसी पर रहता हूँ। यह सही है कि प्रदर्श एम-4 लगायत 12 तक में जो पते वर्णित हैं वो प्रदर्श एम-19 पर वही पता है। यह वही पते हैं जो प्रदर्श एम-21 पर ए से बी अंकित हैं। मैंने प्रदर्श एम-4 लगायत 12 में पोस्टल विभाग द्वारा रिफ्यूजल का गलत रिमार्क लगाने के संबंध में कोई शिकायत नहीं की थी। मेरा अवकाश स्वीकृत हुआ या नहीं, पता नहीं। मैं बीमार था। मैं 12 फरवरी 1989 से कब तक बीमार रहा, मुझे याद नहीं है। मैंने ठीक होने के बाद ड्यूटी पर उपस्थिति नहीं दी क्योंकि इससे पहले ही मुझे प्रदर्श एम-17 आदेश मेरे नये पते पर प्राप्त हो गया था। प्रदर्श एम-17 के खिलाफ सक्षम अधिकारी के समक्ष अपील पेश नहीं की। प्रदर्श एम-11 से एम-16 हाजिरी रजिस्टर हैं जिनमें मेरी उपस्थिति दर्ज नहीं है। मैं दिनांक 11.2.89 को छुट्टी देकर गया था उसके बाद बैंक वालों ने पी को कोटकर ए बनाया हुआ है। यह सही है कि मेरी सेवामुक्ति बैंक के प्रावधानों के अनुरूप की गई है। यह सही है कि मेरे क्लेम व शपथ पत्र में प्रदर्श एम-17 के बारे में नहीं लिखा गया। सेवामुक्ति आदेश मुझे जून में मिला था। मेरे घर का खर्च मेरी पत्नि सिलाई का काम करके व मेरे द्वारा छोटा-मोटा कार्य करके होता था। यह गलत है कि मैं औषधालय पर दवाई बनाने का कार्य करता हों। यह सही है कि रोग प्रमाण पत्र दिनांक 15.2.89 को दिया गया।

अप्रार्थी संस्थान की ओर से प्रस्तुत गवाह गेंदालाल ने अपनी साक्ष्य के मुख्य परीक्षण में कथन किया है कि वह अप्रार्थी बैंक की पारली, सर्वाईमाधोपुर शाखा में वरिष्ठ प्रबंधक के पद पर कार्यरत है तथा वर्ष 1989 में अरावली क्षेत्रीय ग्रामीण बैंक के प्रधान कार्यालय में अधिकारी के रूप में कार्यरत था। प्रार्थी श्रमिक को जारी आरोप पत्र दिनांक 17.10.89 में प्रस्तुतकर्ता अधिकारी के रूप में नियुक्त किया गया था तथा प्रार्थी को व्यक्तिगत रूप से जानता हूँ। अरावली क्षेत्रीय ग्रामीण बैंक का विलय केन्द्र सरकार की अधिसूचना दिनांक 1.1.2013 के पश्चात् बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक में हो गया है। प्रार्थी श्रमिक दिनांक 20.01.89 को तात्कालीन बैंक की निसूरा शाखा में कार्यरत था तथा दिनांक 11.02.89 से बिना किसी सूचना के अनाधिकृत रूप से अनुपस्थित रहा है। विपक्षी बैंक द्वारा समय-समय पर रजिस्टर्ड पत्रों व अन्य माध्यमों से प्रार्थी को कार्य पर हाजिर होने हेतु सूचनाएं भेजी गईं। दिनांक 4.4.89, 1.8.89, 4.8.89, 9.8.89 को भेजे रजिस्टर्ड पत्र जो रिफ्यूजल रिमार्क के साथ वापिस लौटे, जिन पर प्रार्थी द्वारा दिया गया पता अंकित है, के पत्र, प्राप्ति स्वीकृति रसीदे व लिफाफे प्रदर्श एम-1 लगायत एम-7 है। प्रार्थी के दिनांक 11.2.89 से 17.10.89 तक लगातार अनुपस्थित रहने पर एक आरोप पत्र दिनांक 17.10.89 प्रदर्श एम-8 जरिये यूपीसी भेजा गया। प्रदर्श एम-9 द्वारा जांच कराई जाने हेतु मुझे प्रस्तुतकर्ता अधिकारी नियुक्त किया गया। आरोप पत्र डाक विभाग की रिफ्यूजल रिपोर्ट के साथ वापिस लौटा, जिसका प्रदर्श एम-10 है। जांच अधिकारी द्वारा अनेक पत्र जारी करने के बाद भी श्रमिक जांच में उपस्थित नहीं हुआ और भेजे गये पत्र डाक विभाग की रिफ्यूजल रिपोर्ट के साथ वापिस लौटे। श्रमिक का हाजिरी रजिस्टर की प्रदर्श एम-11 लगायत एम-16 है। जांच अधिकारी द्वारा जांच रिपोर्ट दिनांक 28.4.90 प्रस्तुत कर आरोप सिद्ध पाये गये हैं। श्रमिक को आदेश दिनांक 21.5.90 के आदेश द्वारा सेवापृथक किया गया जो प्रदर्श एम-17 है। जिसे प्रार्थी ने लेने से इंकार किया गया। प्रदर्श एम-18 लिफाफे पर रिफ्यूजल का रिमार्क है। श्रमिक को उसके द्वारा बताये गये पते पर ही नोटिसेज भेजे गये हैं। श्रमिक द्वारा भेजे गये कोई पत्र आदि प्रदर्श डवल्यू 1 लगायत 5 कभी भी विपक्षी संस्थान को प्राप्त नहीं हुये। प्रार्थी सर्वोत्तम औषधालय बजरिया में लगातार लाभ का कार्य कर रहा है।

जिरह के दौरान गवाह गेंदा सिंह शेखावत ने कथन किया है कि वह कभी निसूरा शाखा में पदस्थापित नहीं रहा तथा न ही उसने शाखा का प्राप्ति रजिस्टर देखा। प्रार्थी द्वारा भेजे गये पत्र शाखा में प्राप्त हुये या नहीं, वह नहीं बता सकता। प्रदर्श एम-1 से एम-19 दस्तावेज उसके द्वारा तैयार नहीं किये और न ही उसके उन पर हस्ताक्षर हैं। वह तो केवल प्रस्तुतकर्ता अधिकारी के रूप में बयान देने आया है। निसूरा शाखा में उस समय के 0पी0 बंसल शाखा प्रबंधक थे, जिनसे श्रमिक द्वारा भेजे गये पत्र व चिकित्सा प्रमाण पत्र प्राप्त हुये या नहीं, के बारे में पूछा था, उन्होंने इसकी रिपोर्ट दी थी, जो मुझे नहीं दी, हैड आफिस में अध्यक्ष को भेजी थी। वह रिपोर्ट पत्रावली पर पेश नहीं है। प्रदर्श डवल्यू-4 पर बैंक की मोहर है। यह पत्र किस शाखा को भेजा और किसने लिया, पता नहीं है। प्रदर्श एम-11 से 16 में प्रार्थी को केवल 11 फरवरी को अनुपस्थित बताया है इसके अलावा कभी भी अनुपस्थित नहीं बताया गया है। श्रमिक के सर्वोत्तम औषधालय में कार्य करने के संबंध में कोई प्रमाण पत्र पेश नहीं किया है और न ही मुझे इस संबंध में जानकारी है, यह जानकारी मुझे प्रबंधक ने दी थी।

उभय पक्षों की बहस सुनी गई। प्रार्थी प्रतिनिधि द्वारा दौराने बहस कथन किया है कि प्रार्थी श्रमिक की सेवामुक्ति आरआरबी स्टाफ सर्विस रेगुलेशन 1982 के नियत 30 के अन्तर्गत की गई है जबकि श्रमिक को आरोप पत्र अरावली क्षेत्रीय ग्रामीण बैंक कर्मचारी बृन्द सेवा नियम 1982 के अन्तर्गत दिया गया, जो प्रारम्भ से ही शून्य माना जाना चाहिये और अप्रार्थी बैंक की ओर से न ही सेवानियम ही प्रस्तुत किये गये हैं। प्रार्थी श्रमिक अप्रार्थी के समक्ष अपील पेश किये बिना सीधे ही अपना विवाद औद्योगिक विवाद अधिनियम के अन्तर्गत उठा सकता है। श्रमिक के विरुद्ध बिना पूर्वानुमति के, बिना अवकाश स्वीकृत कराये अनुपस्थित रहने का आरोप लगाया गया है जबकि प्रार्थी द्वारा अवकाश के लिये आवेदन ही नहीं किया गया बल्कि प्रार्थी बीमार होने के कारण ड्यूटी पर उपस्थित नहीं हो सका जिसके लिये अवकाश हेतु चिकित्सा प्रमाण पत्र सहित आवेदन अप्रार्थी को प्रेषित किये गये थे जो बैंक को प्राप्त हो गये। उपस्थिति पंजिका प्रदर्श एम-11 से एम-16 तक में भी प्रार्थी की अनुपस्थिति नहीं दर्शाई गई है। श्रमिक के विरुद्ध आरोप सिद्ध करने का भार नियोजक पर है और नियोजक की ओर से प्रस्तुत साक्ष्य से श्रमिक पर आरोप सिद्ध नहीं होता है। अप्रार्थी बैंक की ओर से जो दस्तावेज पेश हुये हैं, वह अप्रार्थी के गवाह द्वारा न ही जारी किये गये हैं और न ही उनके बारे में उसे कोई जानकारी ही रही है तो ऐसे दस्तावेजों को साक्ष्य में नहीं पढ़ा जा सकता। अप्रार्थी बैंक की ओर से महत्वपूर्ण साक्ष्य जो तात्कालीन बैंक के शाखा प्रबंधक व प्रधान कार्यालय के अधिकारी थे, उनको साक्ष्य में पेश नहीं किया गया है। प्रार्थी श्रमिक कभी भी स्वेच्छा से अनुपस्थित नहीं रहा है बल्कि अपनी बीमारी के कारण अनुपस्थित रहा है जिसे अपनी साक्ष्य से व मैडीकल प्रमाण से सिद्ध किया है। प्रार्थी श्रमिक 25 वर्ष तक बेरोजगार रहा

है तथा प्रार्थी के गेनफुल रोजगार में रहने को सिद्ध करने का भार अप्रार्थी पर है, जो वह सिद्ध नहीं कर पाया है। अतः प्रार्थी की सेवामुक्ति को अनुचित एवं अवैध घोषित कर पिछला पूर्ण वेतन एवं भत्ते मय एरियर दिलाये जावे। प्रार्थी प्रतिनिधि द्वारा अपने तर्कों के समर्थन में निम्न न्यायिक दृष्टांत पेश किये हैं —

1. 1999(81) एफएलआर 188 सुप्रीम कोर्ट, नीता कपलिष बनाम लेबर कोर्ट व अन्य।
2. 1999 (6) एसएलआर 740 इलाहाबाद उच्च न्यायालय, श्यामसुंदर मिश्रा बनाम लेबर कोर्ट
3. 2011(129) एफएलआर 787 सुप्रीम कोर्ट, कोल इण्डिया लिमिटेड बनाम अनंता शाह व अन्य।
4. 1984 लेब आई सी 1694 सुप्रीम कोर्ट जयभगवान बनाम ए.सी.सी. बैंक लि0
5. 2004 (103) एफएलआर 39 हिंदुस्तान पेट्रोलियम कॉ0 लि0 बनाम यशवंत रेडकर व अन्य।
6. 2008(3) डबल्यू एल सी 157 देवी सिंह बनाम स्टेट ऑफ राज0 व अन्य।
7. 1997(1) सीएलआर 361 आनंद चंद्र प्रस्टी बनाम उडीसा माइनिंग कॉ0 लि0 व अन्य।
8. 1971(23) एफएलआर 273 सुप्रीम कोर्ट, बरेली इलैक्ट्रीसिटी सप्लाई कॉ0 बनाम श्रमिक
9. 2019(160) एफएलआर 717 पूरणचंद बनाम डीटीसी।
10. 1981 डबल्यूएलएन (यूसी)457 अमृतलाल बनाम स्टेट ऑफ राज0
11. 2019(161) एफएलआर 850 डीटीसी बनाम राजवीर सिंह
12. 2000 एससीसीसी (एल एण्ड एस) 85 सुप्रीम कोर्ट, हरद्वारी लाल बनाम स्टेट ऑफ यूपी व अन्य।
13. 2003(4) एलएलएन 804 रमेश कुमार बनाम आरएसआरटीसी
14. 2014(6) सुप्रीम 243 रघुवीर सिंह बनाम हरियाणा रोडवेज
15. 2012(3) एससीसीसी178 कृष्णकांत बी परमार बनाम यूनियन ऑफ इण्डिया व अन्य।
16. 2009 (1) एलएनएन 477 एम0पी0 स्टेट इलैक्ट्रिक बोर्ड व अन्य बनाम एस.के. यादव
17. 2015(1) एससीसीसी (एल एण्ड एस) 251 छैल सिंह बनाम एमजीबी ग्रामीण बैंक पाली व अन्य।
18. 1997(1) डबल्यू एल सी 734 छीतरमल बनाम स्टेट ऑफ राज0 व अन्य।
19. 1999(2) आरएलडबल्यू 1197 भंवर सिंह बनाम स्टेट ऑफ राज0
20. 2013 (139) एफएलआर 541 सुप्रीम कोर्ट, दीपाली गुंडु सर्वासे बनाम क्रांतिजूनियर अध्यापक।

अप्रार्थी बैंक की ओर से उसके विद्वान प्रतिनिधि द्वारा बहस की है कि प्रार्थी श्रमिक द्वारा बैंक द्वारा जारी नोटिसेज को लेने से इंकार किया है। श्रमिक के नोटिस रिफ्यूज्ड रिपोर्ट के साथ लौटे है तथा न्यायाधिकरण ने भी इस तथ्य को स्वीकार किया है। श्रमिक द्वारा पता बदले जाने के संबंध में कोई सूचना अप्रार्थी बैंक को नहीं दी गई और न ही बैंक को मिली। प्रार्थी श्रमिक बिना सूचना व बिना अवकाश स्वीकृत कराये अपनी ड्यूटी से अनुपस्थित रहा है जो अप्रार्थी बैंक के सेवानियम कर्मचारी सेवामुक्त विनियमों के तहत नियमानुसार सेवापृथक किया गया है। अप्रार्थी बैंक की ओर से प्रस्तुत गवाह ने भी श्रमिक की दिनांक 11.02.89 से सेवापृथक किये जाने तक की अवधि में बिना पूर्व सूचना व बिना अवकाश स्वीकृत कराये अनुपस्थित रहना सिद्ध किया है। श्रमिक की अनुपस्थिति के संबंध में उपस्थित पंजिका प्रदर्श एम-11 लगायत एम-16 प्रदर्शित हुई है तथा श्रमिक को जारी नोटिसेज भी प्रदर्शित हुये हैं जिससे साबित है कि श्रमिक को संपूर्ण जानकारी होने के बावजूद नोटिस नहीं लिये गये और न ही अपनी ड्यूटी पर उपस्थित हुआ। अतः प्रार्थी श्रमिक द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम खारिज किया जावे। अप्रार्थी प्रतिनिधि द्वारा अपने तर्कों के समर्थन में निम्न न्यायिक दृष्टांत पेश किये गये हैं—

1. 1995(70) एफएलआर 789 स्टेट ऑफ यूपी बनाम ए.के. मिश्रा।
2. (1991)1 एससीसीसी 588 यूनियन ऑफ इंडिया व अन्य बनाम मो. रमजान खां।
3. (2008)11 एससीसीसी 502 हिमाचल प्रदेश ट्रांसपोर्ट कॉ. बनाम के.सी. राठी।
4. (1996)1 एससीसीसी 302 स्टेट ऑफ यूपी व अन्य बनाम अशोक कुमार सिंह व अन्य।
5. 2001(88) एफएलआर 177 नटराजन बनाम पीठासीन अधिकारी व अन्य।
6. 2001(89) एफएलआर 1070 जसवंत सिंह बनाम स्टेट ऑफ राज.
7. (2005)7 एससीसीसी 597 नेशनल फर्टीलाइजर लि.बनाम पी.के. शर्मा
8. (2005)13 एससीसीसी 228 यूनियन ऑफ इण्डिया व अन्य बनाम गुलाम मोहम्मद भट्ट
9. सिविल अपील संख्या 480/1973 निर्णय दिनांक 12.3.1985 शंकरदास बनाम यूनियन ऑफ इण्डिया व अन्य।

मैंने उभय पक्षों द्वारा दिये गये तर्कों पर मनन किया एवं पत्रावली का ध्यानपूर्वक अवलोकन व परिशीलन किया गया।

प्रार्थी श्रमिक के विरुद्ध आरोप पत्र दिनांक 17.10.89 प्रदर्श एम-8 में दिनांक 11.02.89 से लगातार दिनांक 17.10.89 तक बिना सक्षम अधिकारी की अनुज्ञा प्राप्त किये एवं बिना पूर्व अवकाश स्वीकृत कराये कर्तव्य से अनुपस्थित रहने का आरोप है। उक्त आरोप पत्र प्रार्थी श्रमिक को अरावली क्षेत्रीय ग्रामीण बैंक वृन्द सेवा विनियम 1982 के नियम 30(1) के अन्तर्गत दुराचरण माना है। उक्त आरोप के संबंध में प्रार्थी श्रमिक के विरुद्ध विभागीय जांच कार्यवाही करते हुये जांच अधिकारी द्वारा उक्त आरोप सिद्ध पाये जाने पर अप्रार्थी बैंक द्वारा आदेश दिनांक 21.05.1990 प्रदर्श एम-17 द्वारा आरआरबी स्टाफ सर्विस रेगुलेशन 1982 के नियम 30 के अन्तर्गत सेवापृथक के दण्ड से दण्डित किया गया है। उक्त आरोप पत्र दिनांक 17.10.89 के संबंध में की गई घरेलू जांच कार्यवाही को न्यायाधिकरण के आदेश दिनांक 7.5.2005 द्वारा अशुद्ध एवं अनुचित घोषित किया गया है। अप्रार्थी बैंक द्वारा प्रार्थी के विरुद्ध उक्त आरोप सिद्ध करने हेतु साक्ष्य पेश करने की अनुमति मांगे जाने पर साक्ष्य पेश करने की अनुमति दी गई है। अप्रार्थी बैंक की ओर से श्रमिक के विरुद्ध आरोप सिद्ध करने हेतु श्री गेंदा सिंह शेखावत परीक्षित हुआ है। दौरान बहस प्रार्थी प्रतिनिधि द्वारा तर्क दिया गया है कि श्रमिक के विरुद्ध आरोप सिद्ध करने का भार स्वयं नियोजक पर है और अप्रार्थी बैंक की ओर से प्रस्तुत साक्ष्य से श्रमिक के विरुद्ध लगाये गये आरोप सिद्ध नहीं होते हैं क्योंकि जो दस्तावेज साक्ष्य में पेश हुये हैं उनके बारे में गवाह को कोई जानकारी नहीं है और न ही उसके द्वारा जारी किये गये हैं। प्रार्थी प्रतिनिधि की ओर से प्रस्तुत न्यायिक दृष्टांत न्यायिक दृष्टांत 2004 (103) FLR 39 Hindustan petroleum Corp. vs Yashwant rekkar & ors., 2008(3) WLC 157 Devi singh vs State of Raj., 1997 I CLR 361 Ananda Chandra brusty vs Orissa Mining Corp. Ltd. & ors. में विभिन्न माननीय उच्च न्यायालय द्वारा यह विनिश्चित किया गया है कि आरोपी के विरुद्ध लगाये गये आरोपों को सिद्ध करने का भार स्वयं नियोजक का है। नियोजक की ओर से जो साक्ष्य गेदा सिंह शेखावत परीक्षित हुआ है उसके द्वारा अपनी प्रतिपरीक्षण के दौरान कथन किया है कि वह निसूरा शाखा में कभी पदस्थापित नहीं रहा। निसूरा शाखा का पत्र प्राप्ति का रजिस्टर कभी भी नहीं देखा। प्रदर्श एम-1 लगायत एम-19 कोई भी दस्तावेज उसके द्वारा तैयार नहीं किया गया और न ही उन पर उसके हस्ताक्षर हैं और इन दस्तावेजों के संबंध में व्यक्तिगत जानकारी नहीं होना बताया है। उसके द्वारा कथन किया है कि वह जांच के दौरान प्रस्तुतकर्ता अधिकारी था और इसी आधार पर बयान दे रहा है जबकि निसूरा शाखा में तत्समय के.पी. बंसल शाखा प्रबंधक होना बताया है। अतः अप्रार्थी बैंक की ओर से जो साक्ष्य पेश हुई है उसे दस्तावेजों के संबंध में कोई जानकारी नहीं रही है और न ही उसके द्वारा वो दस्तावेज जारी किये गये हैं जबकि श्रमिक द्वारा अपनी साक्ष्य के दौरान अपनी अनुपस्थिति के संबंध में मैडीकल प्रमाण पत्र एवं सूचनाएं अप्रार्थी बैंक को भेजना बताया है जिनकी प्रतियां भी न्यायाधिकरण के समक्ष साक्ष्य के दौरान प्रदर्शित हुई हैं। अप्रार्थी प्रतिनिधि द्वारा श्रमिक की अनुपस्थिति के संबंध में कोई सूचना अप्रार्थी बैंक को प्राप्त होने से इंकार किया है लेकिन अप्रार्थी बैंक की ओर से जो गवाह पेश किया गया है वह तत्समय निसूरा शाखा में पदस्थापित नहीं था और श्रमिक पर निसूरा शाखा में दिनांक 11.2.89 से अनुपस्थित रहने का आरोप है और श्रमिक द्वारा कोई सूचनाएं भी बैंक को भेजी गई हो तो इस संबंध में निसूरा शाखा में पदस्थापित कोई कर्मचारी ही बता सकता था जबकि अप्रार्थी साक्षी श्री गेंदा सिंह ने पत्र प्राप्ति का रजिस्टर भी कभी भी देखे जाने से इंकार किया है। श्रमिक द्वारा अपनी अनुपस्थिति के संबंध में सूचनाएं अप्रार्थी बैंक को जरिये यूपीसी भेजी गई हैं, जो प्रदर्श डवल्यू-3, 4, 5 डवल्यू-8 व डवल्यू-11 न्यायाधिकरण के समक्ष प्रदर्शित हुई हैं तथा अनुपस्थिति के संबंध में मैडीकल प्रमाण पत्र प्रदर्श डवल्यू-2, डवल्यू-6, 7 व डवल्यू-10 पेश हुआ है, जो सक्षम चिकित्सा अधिकारी द्वारा जारी किये गये हैं। प्रार्थी श्रमिक की ओर से प्रस्तुत न्यायिक दृष्टांत 2019(160) एफएलआर 717 पूरण चंद बनाम डीटीसी में माननीय देहली उच्च न्यायालय की खण्डपीठ द्वारा श्रमिक के सेवापृथक आदेश के अनुमोदन प्रार्थना पत्र अन्तर्गत धारा 33(2)(बी) को स्वीकार किये जाने के एकलपीठ के आदेश को प्रबंधन द्वारा विषसनीय स्वतंत्र साक्ष्य पेश नहीं करने के आधार एकलपीठ के आदेश को अपास्त किया गया है। न्यायिक दृष्टांत 1981 डवल्यू एल एन (यू सी) 457 राजस्थान उच्च न्यायालय की खण्डपीठ द्वारा यह विनिष्पन्न दिया है कि यदि कोई दस्तावेज मामले से संबंधित तथ्य को साबित करने हेतु पेश किया जाता है तो उसके लेखक को प्रस्तुत किया जाना चाहिए या उसके संबंध में उसका हलफनामा दिया जाना चाहिये लेकिन हस्तगत मामले में जो दस्तावेज श्रमिक के विरुद्ध आरोप साबित करने हेतु पेश किये गये हैं उनको जारी करने वाले किसी भी व्यक्ति को साक्ष्य में पेश नहीं किया गया है और जो साक्ष्य में गवाह पेश हुआ है उसके द्वारा यह कथन किया है कि उसे इन दस्तावेजों के संबंध में कोई व्यक्तिगत जानकारी नहीं है। जबकि श्रमिक द्वारा अपनी अनुपस्थिति के संबंध में सूचनाएं अप्रार्थी बैंक को भेजे जाने व अनुपस्थिति के बाबत मैडीकल प्रमाण पत्र पेश किये गये हैं। जिनके आधार पर यह नहीं माना सकता कि श्रमिक स्वेच्छा से अपने कर्तव्य से अनुपस्थित रहा हो। अतः नियोजक की ओर से प्रस्तुत साक्ष्य से श्रमिक के विरुद्ध लगाये गये अनुपस्थिति का आरोप सिद्ध नहीं होता है। परिणामतः प्रार्थी श्रमिक के विरुद्ध जारी सेवापृथक आदेश दिनांक 21.5.90 अनुचित एवं अवैध होने से अपास्त किया जाता है।

प्रार्थी श्रमिक द्वारा न्यायिक दृष्टांत 2013 (139) एफएलआर 541 दीपाली गुंडु सर्वासे बनाम कांतिजूनियर अध्यापक व अन्य प्रस्तुत करते हुये कथन किया है कि श्रमिक गेनफुल एम्प्लॉयमेंट में रहा हो यह सिद्ध करने का भार स्वयं अप्रार्थी पर है जो वह सिद्ध नहीं कर पाया है। इस संबंध में प्रार्थी प्रतिनिधि द्वारा यह कथन किया है कि श्रमिक 25 वर्ष बेरोजगार रहा है। प्रार्थी श्रमिक द्वारा अपनी साक्ष्य के दौरान कथन किया है कि उसके द्वारा वर्ष 2014 में व्यापार प्रारम्भ किया लेकिन उसमें लाभ नहीं होने के कारण बंद करना पड़ा जबकि इस संबंध में कोई दस्तावेजी साक्ष्य पेश नहीं की है कि उसे व्यापार के दौरान कोई लाभ नहीं होने के कारण व्यापार बंद करना पड़ा हो। जिरह के दौरान भी श्रमिक ने स्वीकारा है कि उसके द्वारा घर खर्च पत्नी के द्वारा सिलाई कार्य करके व उसके द्वारा छोटा-मोटा कार्य करके किया जाना बताया है। प्रार्थी श्रमिक का इस 25 वर्ष की अवधि के दौरान पूर्णतया बेरोजगार नहीं रहा है बल्कि उसके द्वारा छोटा-मोटा कार्य किया जाना तथा व्यापार भी शुरू किया जाना स्वयं साक्ष्य के दौरान कथन किया है। किसी भी शिक्षित व्यक्ति का एक लम्बी अवधि तक बेरोजगार रहना अस्वाभाविक है। इन सभी तथ्यों एवं परिस्थितियों को देखते हुये प्रार्थी श्रमिक को बैंक वेजेज के रूप में 40 प्रतिशत राशि दिलाया जाना न्यायोचित प्रतीत होता है। अप्रार्थी प्रतिनिधि की ओर से प्रस्तुत न्यायिक दृष्टांतों में प्रतिपादित सिद्धांत हस्तगत प्रकरण के तथ्यों एवं परिस्थितियों से भिन्नता रखने के कारण हस्तगत मामले में चस्पा नहीं होते हैं।

उपरोक्त विवचेन के फलस्वरूप प्रकरण में निम्न अवार्ड पारित किया जाता है।

### अधिनिर्णय

“अप्रार्थी बैंक अध्यक्ष, बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक, सवाई माधोपुर (विलय होने से पूर्व अरावली क्षेत्रीय ग्रामीण बैंक, सवाईमाधोपुर ) द्वारा प्रार्थी श्रमिक रासविहारी शर्मा, क्लर्क कम कैशियर को आदेश दिनांक 21.5.1990 द्वारा सेवापृथक किया जाना उचित एवं वैध नहीं है। प्रार्थी श्रमिक रासविहारी शर्मा का सेवापृथक आदेश दिनांक 21.05.1990 अपास्त किया जाता है। प्रार्थी रासविहारी शर्मा को सेवा की निरन्तरता के साथ सेवा में बहाल किया जाता है। प्रार्थी श्रमिक को बैंक वेजेज के रूप में 40 प्रतिशत राशि दिलाई जाती है। चूंकि प्रार्थी श्रमिक अपनी अधिवार्षिकी आयु पूर्ण कर चुका है अतः प्रार्थी श्रमिक सेवा की निरन्तरता के साथ सेवानिवृत्ति लाभ—परिलाभ नियमानुसार प्राप्त करने का अधिकारी है। अप्रार्थी बैंक प्रार्थी श्रमिक रासविहारी को उपरोक्तानुसार सभी लाभ—परिलाभ 6 माह की अवधि में अदा करे अन्यथा प्रार्थी श्रमिक 9 प्रतिशत वार्षिक ब्याज की दर से लाभ—परिलाभ प्राप्त करने का अधिकारी होगा।

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर (रेखा भार्गव) न्यायाधीश

अधिनिर्णय आज दिनांक 13.12.2024 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो भारत सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 558.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (04/2014) प्रकाशित करती है।

[सं. एल - 12012/17/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 2nd April, 2025

**S.O. 558.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/17/2014/- IR(B- II)]

SALONI, Dy. Director

### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh**

**(Presided over by Mr. Kamal Kant).**

ID No.04/2014

Registered on:-22.04.2014

Ashok Kumar Sharma S/o Sh. Badri Nath Sharma, C/o Sh. R. K Singh Parmar, Punjab INTUC, 211-L, Village Brari, PO Pratap Nagar, Nangal Dam, Ropar, Punjab.

----- Applicant

Versus

Punjab National Bank, Regional Collection Centre, 2<sup>nd</sup> Floor, Railway Road, Jalandhar City, Punjab.

----Management

Present:- Ms. Rana Ghuman, AR for applicant.

Sh. Anshul Pareek, AR for management.

### **Award : 18.02.2025**

Central Government vide Notification No.L-12012/17/2014 (IR(B-II)) Dated 04.04.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the ID Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

***“Whether action of termination of service of Sh. Ashok Kumar Sharma w.e.f. 02.09.2013 by the management of Punjab national Bank, Jalandhar is legal, just and valid? What relief the workman is entitled to and from which date?”***

1. Brief facts of the case as stated by the applicant are that he served w.e.f. 01.01.2005 to 01.09.2013 with the management as Cheque Collector and used to collect and deliver the daily dak and cheques in the branch offices as directed by the management. On 02.09.2013, the applicant reported for duty as usual but denied to duty and was told verbally that in his place, management had engaged new hand and his services are not required henceforth without giving him in writing. The management had recommended time and again to continue the applicant in service along with the others to the Head office as according to the branch office, his services were required and his work and conduct was quite satisfactory and there was no complaint against the work and conduct of the applicant. The applicant was drawing Rs.15000/- per month as wages on the date of his termination. The salary was paid to the applicant in his bank account by the management. Neither charge-sheet was served, nor any show cause notice and inquiry was held against the applicant, which is against the provisions of natural justice. The management had retained juniors to the applicant in service and who are continuing in service in violation of Section 25-G of the ID Act. The applicant had rendered more than 240 days in each completed year of service proceeding the date of termination. No retrenchment compensation was paid to the applicant. It is maintained that termination is illegal, void and bad in law and it is prayed that he be reinstated in service with full back wages and other consequential benefits.

2. Notice of the claim petition was also given to the management, who filed reply thereof, maintaining therein that the present reference is without jurisdiction on the ground that the present matter does not all fall within the ambit of Section 2-A of the ID Act. It is denied that the applicant was serving w.e.f. 24.09.1992 till 30.09.2013 as cheque collector with the management. The services of the applicant were utilized purely on need basis for providing courier service at Regional Processing Centre, Jalandhar (hereinafter called as RPC), at a consolidated mutually agreed amount of Rs.7133/-, which was increased later in view of the price rise. The arrangement was made locally by the incumbent of RPC. The persons providing the courier services were being paid auto rickshaw charges for the purpose. Different persons were providing services as courier during the past at agreed rates. No records of such persons have been maintained by the management. The applicant was told around the middle of August by the incumbent of the RPC to bring auto rickshaw as was agreed by him, the applicant showed his inability to do so. Accordingly, his contract was not renewed further. Thus it was the voluntary decision of the applicant to discontinue the arrangement. It is also submitted that the non renewal of the contract does not amount to retrenchment. There was no question of recommending the name of applicant to the head office or to any other office. It was upto the incumbent of RPC to make arrangement for collection of cheques from branch and return of the same with whosoever was prepared to render the service at the agreed rates. There was no need of serving charge-sheet, show cause notice or conducting inquiry against the applicant or paying him retrenchment compensation, earned leave, medical leave or deduction of EPF and there was no question of violation of Section 25-G of the ID Act as the applicant was not in the employment of the management and no employer-employee relationship ever existed between respondent and management. It is prayed that the reference be dismissed with cost.

**Evidence of the parties:-**

3. In order to prove case, applicant filed his affidavit WW1 along with documents W1 (account statement) and W2 (ID card) and closed his evidence on 03.07.2019. Thereafter, respondent have examined Sh. Vijay Kumar Asija, Senior Manager, Circle Office, Jalandhar as MW1, who tendered her affidavit as MW1/A and thereafter, ld. counsel for management closed evidence on 09.09.2019 on behalf of management and the matter was fixed for arguments.

**Submissions of Applicants:**

4. While arguing the case, ld. counsel for the applicant contended that applicant was working as cheque collector since 01.01.2005 till 01.09.2013. He reported on 02.09.2013, but was told verbally not to continue with the management and at that time, he was drawing salary of Rs.15000/- per month, which was paid in his bank account. He also contended that this fact has been even admitted by the respondent. It is the case of the respondent that the contractor of applicant was not renewed as he has not brought auto rickshaw, in which he was doing courier work. Applicant has also placed on record passbook Ex.W1 and ID card Ex.W2, which proves that he was in the service of management and was retrenched without retrenchment of compensation. Ld. counsel for applicant placed on record written arguments.

**Submissions of Respondents:**

5. On the other hand, ld. counsel for respondent contended that in this case, workman was serving w.e.f. 01.01.2005 as cheque collector with the bank management and he used to collect and deliver the daily dak till 01.09.2013. His services were utilized purely on need basis and initially he was paid Rs.7133/- per month, which was increased from time to time. When he was asked to bring auto rickshaw, for which payment was being made to the applicant, applicant showed his inability, accordingly, his contract was not renewed, thus it was the voluntary decision of the applicant to discontinue his contract. Hence, the case of the applicant does not fall under Section 2A of the ID Act. Management has also placed on record written arguments prepared by ld. counsel for management.



6. I have given due consideration to the written arguments filed on behalf of both the parties.

### **Findings:**

7. First this Tribunal is to decide is whether the applicant comes within the definition of "workman" as is defined in Section 2(S) of the Act. It is mentioned here that applicant was in service of bank w.e.f. 01.01.2005 and continuously worked till 01.09.2013 as cheque collector. In plain words the claimant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative post requiring him to perform only administrative duties. While interpreting Section 2(S) Hon'ble Supreme Court in the case of **Devinder Singh Vs Municipal Council, Sanaur AIR 2011 Supreme Court 2532**, has observed as follows:-

*"The source of employment, the quantum of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."*

8. Thus, Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time or a person appointed on contract basis. There is nothing in employee plain language of Section 2(S) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion, the claimant herein admittedly falls within the definition of 'workman' under Section 2(S) of the Act.

9. The payment of salary by the management is admitted by the respondent in its written statement as well as in the affidavit of filed by Sh. Vijay Kumar Asija, Senior Manager, Circle Office, Jalandhar, wherein he categorically stated that workman worked on different dates as mentioned in his affidavit and was paid initially Rs. 7133/- per month, which was increased from time to time. As per applicant, he was retrenched from service on 01.09.2013. If we take one year prior to 01.09.2013 as stated by the respondent, then he had completed 240 days in the preceding year as per written statement filed by respondent in this case.

10. Admittedly, the respondent is an industry and there was non- compliance of Section 25-F of the Act. The workman has already been able to prove that he worked continuously for a period of 240 days prior to his termination of his services by respondent on 01.09.2013 as he was receiving regular wages from 2005 till 2013 is proven as per statement of workman WW1. It is added here that the applicant worked as cheque collector w.e.f. 01.01.2005. Admittedly, in this case, applicant was not paid retrenchment compensation as per Section 25F of the ID Act. As per own case of the respondent, the contract of workman was not renewed. The said argument of the Id. counsel for the respondent is not having any force as respondent has failed to produce on record any document showing that workman was engaged on the basis of some contract. Attracting his retrenchment on the basis of completion of contract as per Section 2(o) (bb) of the ID Act.

11. Admittedly, there is violation of Section 25-F of the Act and in view of the judgment of Hon'ble Apex Court in **Bharat Sanchar Nigam Ltd. Vs Man Singh, 2012(1) SCT 641**, it is not necessary that relief of reinstatement has to be given as a matter of right. Reliance can also be placed upon **Jasbir Singh Vs Haryana State Agriculture Marketing Board, 2009(3) SCT 790**, under which it has been held that in the legal position and the Court had recent past, there had been a shift in consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation, even though termination Of an employee was in contravention of the prescribed procedure. Compensation instead of reinstatement was held to be the prudent relief to meet the ends of justice. Moreover, Hon'ble Supreme Court of India in case titled as **District Development Officer & Anr. Vs Satish Kantilal Amrelia, Civil Appeal Nos. 19857-19858 of 2017; decided on 28 November , 2017** has held as follow:

*"that the reasons for denying the relief of reinstatement in such cases are obvious, It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularization. Thus he cannot claim regularization and he has no right to continue even as daily-wage worker, no useful purpose is going to be served in reinstatement such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose".*

In view of above discussed above workman entitled for compensation as he was working on temporary basis intermittently.

12. Learned counsel for the workman has also argued that for rendering one year service workman should be granted Rs.1 lac per year and since the workman has worked for about 8 years and therefore compensation of Rs.8 lac be awarded to the workman in view of the various judgments of Hon'ble Supreme Court and Hon'ble High Courts.

13. It is added here that in the present case workman has intermittently worked for about 8 years as cheque collector as is itself stated by the respondent and keeping in view the above discussed circumstances and case law titled as Hemant Babruvahan Parchake versus Social Welfare Officer, Somalwar Bhavan, Mount Road, Sadar, Nagpur and others 201 (4) AIR BomR 781, wherein for 18 months, a sum of Rs.25,000/- was granted as compensation, workman is granted Rs. 1,33,000/- as compensation.

14. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 559.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़- II के पंचाट (20/2018) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-45]

सलोनी, उप निदेशक

New Delhi, the 2nd April, 2025

**S.O. 559.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.20/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR(B-I)-45]

SALONI, Dy. Director

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No.20/2018

Registered on:-14.08.2018

Maya w/o Sh. Sanjay R/o H.No.182, Village Jui Kalan, Tehsil and Distt. Bhiwani.

----- Applicant

Versus

The Manager, State Bank of India, Main Branch Ghantaghar Chowk, Bhiwani, Tehsil and Distt. Bhiwani.

----Management

Present:- Mr. Keshav Verma, AR for applicant.

Sh. S K Gupta, AR for management.

#### **Award : 06.03.2025**

1. Brief facts of the case as stated by the applicant are that the she served w.e.f. 05.10.2014 to 16.11.2017 with State Bank of Patiala (now State Bank of India) as sweeper. On 17.11.2017, the applicant reported for duty as usual but was told verbally that her services are not required henceforth without giving him in writing. The work and conduct of the applicant was quite satisfactory. The applicant was drawing Rs.3900/- per month as wages on the date

of her termination. The management had retained juniors to the applicant in service and who are continuing in service in violation of Section 25-G of the Industrial Dispute Act (hereinafter called as ID Act). It is maintained that the management is an industry and the applicant is a workman as defined under ID Act. The applicant had rendered more than 240 days in each completed year of service proceeding the date of termination. No retrenchment compensation was paid to the applicant. It is maintained that termination is illegal, void and bad in law and it is prayed that she be reinstated in service with full back wages and other consequential benefits.

2. Notice of the claim petition was also given to the management, who filed reply thereof, maintaining therein that the applicant was never appointed by the management as part time sweeper. The applicant was never issued any appointment letter by the management. The applicant was engaged for menial work as per requirement of the office and her wages were paid as per the work done by her on day to day basis. The services of the applicant were never dismissed, terminated or retrenched by the management as the applicant was never employed by the respondent on regular basis and no appointment letter was ever issued to the applicant. The applicant had not completed 240 days of service continuously in any of the preceding year. The branch manager has no power or authority to appoint any person. The bank has its own rules and regulations of appointment in the bank. No junior to the workman has been retained by the management. The workman does not fall within the definition of the workman as defined under the ID Act. It is prayed that the claim may be dismissed.

#### **Evidence of the parties:-**

3. In order to prove case, applicant filed her affidavit WW1/A and closed her evidence on 02.01.2020. Thereafter, respondent have examined Sh. Mohit Dalak, Deputy Manager, State Bank of India, Jui, Bhiwani (Haryana) as MW1, who tendered her affidavit as MW1/A. Beside this, Mr. Babu Lal, Branch Manager, SBI Main Branch, Jui came in the Court and placed on record his affidavit and made statement that attendance register of the workman is not maintained by the management. In his affidavit, he also stated that the workman was paid her wages at daily rates for the number of days she had worked. Thereafter, ld. counsel for management closed evidence on 15.03.2023 on behalf of management and the matter was fixed for arguments.

#### **Submissions of Applicants:**

4. While arguing the case, ld. counsel for the applicant contended that applicant was working as sweeper w.e.f. 05.10.2014 till 16.11.2017. After the applicant, Mr. Manoj was working as sweeper, who was engaged through contractor. No compensation and notice of termination was given to the applicant. No chargesheet or inquiry proceedings were conducted against the applicant. The branch was cleaned everyday by the applicant and nobody was doing the work of sweeper during the tenure of applicant. He further contended that the workman had completed 240 days of service in the preceding year prior to her retrenchment and requested that the workman is entitled for reinstatement with continuity of service and full back wages.

#### **Submissions of Respondents:**

5. On the other hand. ld. counsel for respondent contended that the applicant was never appointed by the management as part time sweeper. The applicant was never issued any appointment letter by the management. The applicant was engaged for menial work as per requirement of the office and her wages were paid as per the work done by her on day to day basis. The services of the applicant were never dismissed, terminated or retrenched by the management as the applicant was never employed by the respondent on regular basis and no appointment letter was ever issued to the applicant. The applicant had not completed 240 days of service continuously in any of the preceding year. The branch manager has no power or authority to appoint any person. The bank has its own rules and regulations of appointment in the bank. No junior to the workman has been retained by the management. The workman does not fall within the definition of the workman as defined under the ID Act. It is prayed that the claim may be dismissed. Management has also placed on record written arguments prepared by ld. counsel for management.

6. I have given due consideration to the written arguments filed on behalf of both the parties.

#### **Findings:**

7. First this Tribunal is to decide is whether the applicant comes within the definition of "workman" as is defined in Section 2(S) of the Act. It is mentioned here that applicant was in service of bank w.e.f. 05.10.2014 and continuously worked till 16.11.2017 as sweeper. This fact has been admitted by Mr. Mohit Dalak (Deputy Manager) MW1 in his cross examination, wherein, he has stated that workman had worked from 05.10.2014 to 16.11.2017 continuously. Nobody was doing the work of sweeping during the tenure of applicant, who was doing the work of sweeping. However, no appointment letter was issued to any sweeper as per the record. In plain words the claimant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring him to perform only administrative post requiring her to perform only administrative duties. While interpreting Section 2(S) Hon'ble Supreme Court in the case of Devinder Singh V/s Municipal Council, Sanaur AIR 2011 Supreme Court 2532, has observed as follows:-

*"The source of employment, the quantum of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."*

8. Thus, Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time or a person appointed on contract basis. There is nothing in employee plain language of Section 2(S) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion, the claimant herein admittedly falls within the definition of 'workman' under Section 2(S) of the Act.

9. Workman has claimed that at the time of her removal, she was getting Rs.3900/- per month and she had worked 240 days prior to her termination. Workman in her cross examination has admitted that bank did not pay monthly salary instead payment was made on the basis of the working days. Workman has also placed on record vouchers for the period during which the applicant served with the bank, however, these vouchers were not get exhibited, but these vouchers has been relied upon by the workman, which shows that she was paid on the basis of the working days for the services rendered by her. However, she had completed 240 days prior to her termination as per own admission of Mr. Mohit Dalak, MW1. From the cross examination of Mr. Mohit Dalak, MW1, it emerges that workman had worked continuously from 05.10.2014 to 14.11.2017. This witness had also admitted that no compensation and notice was given to the workman. He has also stated that in place of Maya Devi, Mr. Manoj Kumar was engaged through contractor. Thus it is clear that there was violation of Section 25F and 25G of the ID Act.

10. Admittedly, the respondent is an industry and there was non- compliance of Section 25-F of the Act. The workman has already been able to prove that she worked continuously for a period of 240 days prior to her termination of her services by respondent on 16.11.2017. It is proved as per statement of Mr. Mohit Dalak, MW1. It is added here that the applicant worked as sweeper w.e.f. 05.10.2014 till 16.11.2017 intermittently. Admittedly, in this case, applicant was not paid retrenchment compensation as per Section 25F of the ID Act and in place of her, Mr. Manoj Kumar was engaged in place of applicant as sweeper. Thus, there was violation of Section 25F and 25G of the ID Act.

11. Admittedly, there is violation of Section 25-F of the Act and in view of the judgment of Hon'ble Apex Court in **Bharat Sanchar Nigam Ltd.Vs Man Singh, 2012(1) SCT 641**, it is not necessary that relief of reinstatement has to be given as a matter of right. Reliance can also be placed upon **Jasbir Singh Vs Haryana State Agriculture Marketing Board, 2009(3) SCT 790**, under which it has been held that in the legal position and the Court had recent past, there had been a shift in consistently taken the view that relief by way of reinstatement with back wages is not automatic and may she wholly inappropriate in a given fact situation, even though termination of an employee was in contravention of the prescribed procedure. Compensation instead of reinstatement was held to be the prudent relief to meet the ends of justice. Moreover, Hon'ble Supreme Court of India in case titled as **District Development Officer & Anr. V/s Satish Kantilal Amrelia, Civil Appeal Nos. 19857-19858 of 2017; decided on 28 November , 2017** has held as follow:

*"that the reasons for denying the relief of reinstatement in such cases are obvious, It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularization. Thus he cannot claim regularization and he has no right to continue even as daily-wage worker, no useful purpose is going to be served in reinstatement such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose".*

In view of above discussed above workman entitled for compensation as she was working on temporary basis intermittently.

12. Learned counsel for the workman has also argued that for rendering one year service workman should be granted Rs.1 lac per year and since the workman has worked for about 3 years and therefore compensation of Rs. 3 lac be awarded to the workman in view of the various judgments of Hon'ble Supreme Court and Hon'ble High Courts. To support this view, ld. counsel for applicant relied upon the judgment dated 11.12.2013 passed in **Civil Appeal**

**No. 10957 of 2013 titled as B.S.N.L. Versus Bhurumal.** However, the case law cited by the ld. counsel for appellant is not applicable as the workman in said case was lineman and has claimed that he has worked for 15 years of service, but was able to prove service of 3 years, and therefore was granted Rs.3 Lakh as compensation keeping in view that he was rendering technical service of lineman. However, in the present case, the workman was working intermittently as sweeper and her duties does not include any technicality.

13. It is added here that in the present case workman has intermittently worked for about 3 years as sweeper as is itself stated by the respondent and keeping in view the above discussed circumstances and case law titled as **Hemant Babruvahan Parchake versus Social Welfare Officer, Somalwar Bhavan, Mount Road, Sadar, Nagpur and others 201 (4) AIR BomR 781**, wherein for 18 months, a sum of Rs.25,000/- was granted as compensation, workman is granted Rs.50,000/- as compensation.

14. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 560.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सन सिक्क्योरिटी सर्विसेज सर्वे, परमार नगर नं.3, पुणे; महाप्रबंधक, भारत संचार निगम लिमिटेड डीटीओ कंपाउंड, जीपीओ के पास, अहमदनगर; उप डिवीजन इंजीनियर, भारत संचार निगम लिमिटेड, कोपरगांव, अहमदनगर, के प्रबंधन के संबंध नियोजकों और श्री सोनवणे राजेश वसंत, कामगार, के बीच अनुबंध में निर्दिष्ट श्रम न्यायालय, अहमदनगर, पंचाट(संदर्भ संख्या Reference (IDA) No. 27/2019(CNR No. MHLC160000832019)को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-77- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd April, 2025

**S.O. 560.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **Reference (IDA) No. 27/2019 (CNR No. MHLC160000832019)** of the **Labour Court, Ahmednagar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Sun Security Services Survey, Parmar Nagar No.3, Pune ; The General Manager, Bharat Sanchar Nigam Ltd. DTO Compound, Near GPO, Ahmednagar; Sub. Divl. Engineer, Bharat Sanchar Nigam Ltd., Kopargaon, Ahmednagar, and Shri Sonawane Rajesh Vasant, Worker**, which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-42025-07-2025-77- IR(DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE LABOUR COURT AT AHMEDNAGAR

(Before Shri Sharad G.Deshpande Presiding Officer, Labour Court, Ahmednagar)

**Reference (IDA) No. 27/2019**

**(CNR No. MHLC160000832019)**

1. M/s. Sun Security Services,  
Survey No. 67, 1st floor, Parmar Nagar No.3,  
Pune 411013.

2. The General Manager,  
Bharat Sanchar Nigam Ltd. DTO Compound  
Near GPO, Ahmednagar 414002

3. Sub. Divl. Engineer,  
Bharat Sanchar Nigam Ltd.  
Kopargaon Dist.: Ahmednagar 414002

... **First Party**

Vs.

Sonawane Rajesh Vasant  
C/o.: Datta Mandir Road,  
Gandhinagar, Po.: Kopargaon,  
Tal.: Kopargaon  
Ahmednagar 414002.

... **Second Party**

### AWARD

( Date: 19-07-2022)

1. This reference is referred by the Section Officer, Government of India/Bharat Sarkar Ministry of Labour, New Delhi vide referral order dated 7-3-2019 for adjudicating the matter, in which the Second party Rajesh Vasant Sonawane was dismissed from services. The reference was made to decide issue 1. whether the action taken by the Company is legal, proper and in accordance with natural justice. 2. Does he deserves to reinstate with full back wages and continuity in service ?
2. After receipt of said reference this court issued notice to second party Rajesh Vasant Sonawane. However, notice was returned back with remark (deceased). Thereafter no any legal heir or Advocate came forward and filed any Statement of Claim before Court. Therefore, this court could not reached to conclusion or record any finding on both issues regarding fairness proceedings and issue of reinstatement alongwith consequential benefits. Therefore I am inclined to pass the following order-

### AWARD

1. The reference is answered in the negative and disposed off for want of claim.
2. Four Copies of this award be sent to the Section Officer, Government of India/ Bharat Sarkar Ministry of Labour/ Shram Mantralaya, New Delhi for information and necessary action.

SHARAD G.DESHPANDE, Presiding officer,

Ahmednagar

Date : 19.07.2022

नई दिल्ली, 2 अप्रैल, 2025

का.आ. 561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, मेसर्स पेस्टिका लेबर सर्विसेज प्राइवेट लिमिटेड, अभ्युदय हाउसिंग सोसाइटी, वानवाड़ी, पुणे; महाप्रबंधक, भारत संचार निगम लिमिटेड डीटीओ कंपाउंड, जीपीओ के पास, अहमदनगर; उप डिवीजन इंजीनियर, भारत संचार निगम लिमिटेड, कोपरगांव, अहमदनगर, के प्रबंधन के संबंध में नियोजकों और श्री कर्डिले संतोष रामदास, कामगार, के बीच अनुबंध में निर्दिष्ट श्रम न्यायालय, अहमदनगर, पंचाट(संदर्भ संख्या (Reference(IDA)No.63/2018 (CNR No. MHLC160004642018)को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-78- आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd April, 2025

**S.O. 561.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference (IDA)No.63/2018 (CNR No. MHLC160004642018)**) of the **Labour Court, Ahmednagar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Manager, M/s. Pestika Labour Services Pvt. Ltd., Abhudaya Hsg. Society, Wanwadi, Pune; The General Manager, Bharat Sanchar Nigam Ltd. DTO Compound, Near GPO, Ahmednagar; Sub.Divl. Engineer, Bharat Sanchar Nigam Ltd., Kopargaon, Ahmednagar, and Shri Kardile Santosh Ramdas, Worker**, which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-42025-07-2025-78- IR(DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****IN THE LABOUR COURT AT AHMEDNAGAR****(Before Shri Sharad G.Deshpande Presiding Officer, Labour Court ,Ahmednagar)****Reference (IDA) No. 63/2018****(CNR No. MHLC160004642018)**

1. The Manager,  
M/s. Pestika Labour Services Pvt. Ltd.,  
Plot No.11, Survey No.52/2, Abhudaya Hsg.  
Society, Wanwadi,  
Pune 411040.
2. The General Manager,  
Bharat Sanchar Nigam Ltd.,  
D.T.O. Compound, Near G.P.O.  
Ahmednagar 414001.
3. Sub Divl Engineer,  
Bharat Sanchar Nigam Ltd.,  
Tal.: Pathardi, Ahmednagar

... **First Party**

Vs.

Kardile Santosh Ramdas  
Rajuri Kolyachi, Tal.: Jamkhed,  
Ahmednagar 414001.

... **Second Party****:AWARD:**

( Date: 5-11-2022)

1. This reference is referred by the Deputy Director, Government of India/Bharat Sarkar Ministry of Labour, New Delhi vide referral order dated 25-10-2018 for adjudicating the matter, in which the Second party Santosh Ramdas Kardile was dismissed from services. The reference was made to decide issue 1. whether the action taken by the Company is legal, proper and in accordance with natural justice. 2. Does he deserves to reinstate with full back wages and continuity in service ?
2. After receipt of this reference Court has issued notice through registered post A.D. to Second party Santosh Ramdas Kardile which was duly served at Exh. O-6. However, Second Party did not appear or file any statement of claim on record. As there is no any evidence given by the second party this court unable to reach any finding. Therefore, both the issues No.1& 2 fairness of action taken by first party and issue of reinstatement alongwith back wages and other consequential benefits does not survive. Therefore I am inclined to pass the following order-

**AWARD**

1. The reference is answered in the negative and disposed off for want of claim.
2. Four Copies of this award be sent to the Deputy Director, Government of India/ Bharat Sarkar Ministry of Labour/ Shram Mantralaya, New Delhi for information and necessary action.

SHARAD G.DESHPANDE, Presiding officer

Ahmednagar

Date :05.11.2022

नई दिल्ली, 2 अप्रैल, 2025

का.आ. 562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड डीटीओ कंपाउंड, जीपीओ के पास, अहमदनगर; उप डिवीजन इंजीनियर, भारत संचार निगम लिमिटेड, कोपरगांव, अहमदनगर; प्रबंधक, मैसर्स. सहकार्य स्वयं रोजगार संस्था मर्यादित, केडगांव, अहमदनगर, के प्रबंधन के संबंध में नियोजकों और श्री शेख रियाज मन्नू, कामगार, के बीच अनुबंध में निर्दिष्ट श्रम न्यायालय, अहमदनगर, पंचाट(संदर्भ संख्या (Reference(IDA)No.31/2019 (CNR No.MHLC16000902019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 01.04.2025 को प्राप्त हुआ था।

[सं. एल – 42025-07-2025-79-आईआर (डीयू)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 2nd April, 2025

**S.O. 562.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference (IDA) No. 31/2019 (CNR No. MHLC16000902019)**) of the **Labour Court, Ahmednagar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Bharat Sanchar Nigam Ltd. DTO Compound, Near GPO, Ahmednagar; Sub. Divl. Engineer, Bharat Sanchar Nigam Ltd., Kopargaon, Ahmednagar ; The Manager, M/s. Sahakarya Swyam Rojgar Sanshta Maryadit, Kedgaon, Ahmednagar, and Shri Shaikh Riyaj Mannu,, Worker**, which was received along with soft copy of the award by the Central Government on 01.04.2025.

[No. L-42025-07-2025-79-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE LABOUR COURT AT AHMEDNAGAR

(Before Shri Sharad G.Deshpande Presiding Officer, Labour Court ,Ahmednagar)

**Reference (IDA) No. 31/2019**  
**(CNR No. MHLC16000902019)**

1. The General Manager,  
Bharat Sanchar Nigam Ltd. DTO Compound  
Near GPO, Ahmednagar 414002
2. Sub. Divl. Engineer,  
Bharat Sanchar Nigam Ltd.  
Kopargaon Dist.: Ahmednagar 414002
3. The Manager,  
M/s. Sahakarya Swyam Rojgar Sanshta Maryadit,  
Kedgaon, Tal.: Nagar, Dist.: Ahmednagar  
Ahmednagar 414002.

... **First Party**

Vs.

Shaikh Riyaj Mannu,  
Gajanan Nagar, Wadali Road, Srigonda,  
Tal.: Srigonda, Ahmednagar 414002.

... **Second Party**



**AWARD**

( Date: 28-09-2022)

1. This reference is referred by the Section Officer, Government of India/Bharat Sarkar Ministry of Labour, New Delhi vide referral order dated 8-3-2019 for adjudicating the matter, in which the Second party Shaikh Riyaj Mannu was dismissed from services. The reference was made to decide issue 1. whether the action taken by the Company is legal, proper and in accordance with natural justice. 2. Does he deserves to reinstate with full back wages and continuity in service ?

2. After receipt of this reference Court has issued notice through registered post A.D. to Second party Shaikh Riyaj Mannu which was duly served on . However, Second Party did not appear or file any statement of claim on record. As there is no any evidence given by the second party this court unable to reach any finding. Therefore, both the issues No.1& 2 fairness of action taken by first party and issue of reinstatement alongwith back wages and other consequential benefits does not survive. Therefore I am inclined to pass the following order-

**AWARD**

1. The reference is answered in the negative and disposed off for want of claim.
2. Four Copies of this award be sent to the Section Officer, Government of India/ Bharat Sarkar Ministry of Labour/ Shram Mantralaya, New Delhi for information and necessary action.

SHARAD G.DESHPANDE, Presiding officer

Ahmednagar

Date :28.09.2022

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 563.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स -वेलजी दोसाभाई एंड संस प्राइवेट लिमिटेड लिमिटेड, गोदरेज कोलिज़ीयम, एवरर्ड नगर के पीछे, सायन (पूर्व), मुंबई, के प्रबंधन के संबद्ध नियोजकों और कार्यकारी अध्यक्ष, परिवहन एवं डॉक वर्कर्स यूनियन, मुंबई, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, मुंबई, पंचाट(संदर्भ संख्या **Ref.no.CGIT-2/19 of 2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.04.2025 को प्राप्त हुआ था।

[सं. एल - 42011/4/2019-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd April, 2025

**S.O. 563.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. no. CGIT-2/19 of 2019) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S. VELJI DOSABHAI & SONS PVT. LTD., Godrej Coliseum, Behind Evarard Nagar, Sion (East), Mumbai**, and **The Working President, Transport & Dock Workers Union, Mumbai**, which was received along with soft copy of the award by the Central

[No. L-42011/4/2019-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT**

SHRIKANT K. DESHPANDE

Presiding Officer

**REFERENCE NO. CGIT-2/19 of 2019****EMPLOYERS IN RELATION TO THE MANAGEMENT OF****M/S. VELJI DOSABHAI & SONS PVT. LTD.**

Godrej Coliseum, 5th Floor, Off,  
Eastern Express Highway,  
Behind Evarard Nagar,  
Sion (East),  
Mumbai 400 022.

AND

**THEIR WORKMEN.**

**(TRANSPORT & DOCK WORKERS UNION)**

The Working President,  
Transport & Dock Workers Union,  
P.D. Mello Bhavan,  
P.D. Mello Road,  
Carnac Bunder,  
Mumbai 400 038.

**APPEARANCES:**

Party No. 1 : Mr. T. Vijay Kumar  
Advocate.

Party No. 2 : No appearance.

**AWARD**

(Delivered on 28-02-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-42011/4/2019-IR(DU) dated 26.02.2019. The terms of reference given in the schedule are as follows:

*‘Whether the demand of Transport & Dock Workers Union for payment of annual service increment to the employees of M/s. Velji Dosabhai & Sons Pvt. Ltd. as per the provisions of MOS dated 29.04.2008 signed between Bombay Custom House Agents` Association and Transport & Dock Workers Union, is fair, legal & justified? If so, what relief the employees of M/s. Velji Dosabhai & Sons Pvt. Ltd. is entitled to?’*

2. None present for Second Party Union since long even though served by RPAD notice R/O 26.09.2024. The First Party present by Mr. T. Vijay Kumar Advocate.

Read application filed on behalf of the First Party. Perused the order sheets. It appears that, the present Reference is of 2019, however the Second Party Union remained absent and not even filed statement of claim and in absence of pleading, the Reference cannot be proceeded. It seems that, the Second Party Union is not interested to prosecute the Reference further.

In view of this, the Reference is disposed off for want of prosecution. No order as to costs. The proceeding is closed.

Hence, I pass the following Order-

**ORDER**

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for relief as prayed.
- iii. No order as to costs.
- iv. The copy of Award be sent to the Government.

Date: 28-02-2025

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 564.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर-8, करनाल, हरियाणा, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री राम रतन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट(संदर्भ संख्या 48/2012)को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.04.2025 को प्राप्त हुआ था।

[सं. एल – 40012/57/2012-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd April, 2025

**S.O. 564.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2012) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh**, as **The General Manager, Bharat Sanchar Nigam Ltd., Telecom District, Sector-8, Karnal, Haryana, and Shri Ram Rattan, Worker**, which was received along with soft copy of the award by the Central Government on 02.04.2025.

[No. L-40012/57/2012-IR(DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR****COURT-I, CHANDIGARH.****Presiding Officer: Sh. Brajesh Kumar Gautam.**

ID No.48/2012

Registered On: 15.01.2013

Ram Rattan S/o Sh. Surat Singh R/o Village Bhaiswal, Tehsil &amp; District-Panipat, Haryana.

.....Workman

**Versus**

The General Manager, Bharat Sanchar Nigam Ltd., Telecom District, Sector-8, Karnal, Haryana.

.....Management

**AWARD****Passed On: 27.01.2025**

Central Government vide Notification No. L-40012/57/2012-IR(DU) dated 08.01.2013, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the actin of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Ram Rattan S/o Sh. Surat Singh, Cable Jointer w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. During the pendency of the proceedings before this Tribunal the case was fixed for cross examination of Workman but none is responding on behalf of workman and the workman himself is not appearing before the Court for his cross examination. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.

2. Perused the file and it is found that the submissions made by the Ld. Counsel for management is true. Several opportunities have already been given to the workman for Cross-examination but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with

no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.

3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2025

**का.आ. 565.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 दिल्ली के पंचाट (298/2023) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-46]

सलोनी , उप निदेशक

New Delhi, the 2nd April, 2025

**S.O. 565.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.298/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No -I Delhi* as shown in the Annexure, in the industrial dispute between the management of CPWD and their workmen.

[No. L-12025/01/2025– IR(B-I)-46]

SALONI, Dy. Director

#### ANNEXURE

#### BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. I, NEW DELHI

ID No. 298/2023

Sh. Santosh Kumar & Sh. Samshad through President, All India CPWD Karmchhari Union, Babu Lal Ji Complex, Shop No. 4, Opp. Bust Stand, Gurugram.

...Applicant/Claimant

Versus

1. The Director General, CPWD, Nirman Bhawan, New Delhi.
2. The Executive Engineer, CPWD, Electrical Division-81, CGO Complex, Lodhi Road, Delhi-110003.
3. M/s R.K. Siddhu, 102-B, South Ex-Tower, Masjid Moth, South Extension-2 New Delhi.

...Managements/respondents

Counsels:

For Applicant/ Claimant:

None for the claimant.

For Management/ Respondent:

None for the management.

**AWARD**

1. In the present case, a reference was received from the appropriate Government vide letter no. ND-25/I-76/2023-IR dated 01.12.2023 under Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, terms of which are as under:

***“Whether the demand of contract workmen Sh. Santosh Kumar S/o Shri Rajinder Prasad, AC Operator and Shri Samshad S/o MD Jamil, Electrician through All India CPWD Karamchari Union, for regularization of their services in the establishment of CPWD is legal and/or justified? And if so, to what relief the workmen concerned are entitled and what directions are necessary in this respect?”***

2. In the reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant/ union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf on all four dates of hearing. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

In light of the fact that the claimant has not been appearing to pursue his claim, his claim has resulted in No Dispute Award. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

Dated 12.02.2025

ATUL KUMAR GARG, Presiding Officer